

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 05/16/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #303450 through #303642 totaling \$ 521,078.16 and EFT #9101535 through #9101547 totaling \$ 305,804.86 for an A/P total of \$ 826,883.02 dated 05/18/20 thru 05/22/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 05/23/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 303643 through #303731 totaling \$ 515,137.99 and EFT's #9101548 totaling \$ 3390.00 for an A/P total of \$518,527.99 dated 05/26/2020 thru 05/28/2020.

In addition, payroll checks #95286 through #95333 were issued totaling \$ 35,108.66 and EFT's 5241143 through 5242039 were made totaling \$ 941,013.29 for a payroll total of \$ 976,121.95 for the month of May 2020.

A listing of all paid warrants is available in the Cascade County Commissioners Office.

CASCADE COUNTY COMPENSATION BOARD MEETING

May 28, 2020

**COMMISSION CHAMBERS
COURTHOUSE ANNEX, ROOM 111**

10:00 AM

**Commission
Journal #60**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on June 9, 2020.

PRESENT:

Citizen Members: Anne Martinez, Ted Lewis and Jason Holden

Cascade County Commission: Chairman Jim Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Elected Officials: Josh Racki – County Attorney, Diane Heikkila – Treasurer, Judge Mary Jolley – Justice of the Peace, Jesse Slaughter - Sheriff

Staff: Mary Embleton – Budget Officer and Kyler Baker – Deputy Clerk and Recorder

Public: Jenn Rowell – Media

Meeting Called to order at 9:00 a.m. by Chairman Jim Larson.

1. Welcome, Introduction of Compensation Board members & elected officials.
Jim Larson – Commission Chair
2. Nomination of chairperson for the meeting.
Ted Lewis motioned, and Commissioner Joe Briggs seconded the motion, to **appoint** Anna Martinez as Chair for the meeting.
3. Review of Compensation Board role (MCA 7-4-2503), history of Compensation Board decisions/COLA rates.
Jim Larson – Commission Chair
4. Salary Statistics and Collective Bargaining Decisions.
Jeff Mora – HR Director
 - Review of Longevity Structure for Sheriff's Deputies
 - County costs due to Health Premium Contributions

- Increased costs due to Collective Bargaining Agreements
 - Increased costs of non-union employees at 1.84% COLA
5. FY 2021 Budget Projections/Status

Mary Embleton – Budget Officer

- Budget Projections
 - Impact of the Calumet Protest
 - INTERCAP loans for Courthouse Roof and Grandstands
 - Questions from Compensation Board
6. COLA Scenarios and Fiscal Implication

Mary Embleton – Budget Office

- Calculator of added costs for deputies/elected officials
 - Calculator of added costs for non-union employees
7. Motion for Compensation Board Recommendation

Compensation Board

Sheriff Jesse Slaughter motioned, and Judge Mary Jolley seconded the motion, to **approve** a 1.0% COLA for FY2021.

Motion carries 10-0

8. Thank you to Compensation Board for their service

Jim Larson, Commission Chair

9. Motion for Adjournment

Motion carries 10-0

Adjournment: Chairman Larson adjourned the Compensation Board meeting at 11:22 a.m.

June 9, 2020

Resolution #20-28

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Budget Appropriation increasing revenues and expenditures in Fund #2190 Comprehensive Insurance Fund

INITIATED AND PRESENTED BY: Linda Cargill, Risk Safety

ACTION REQUESTED: Approval of Resolution #20-28

BACKGROUND:

Fund #2190 includes funding for Safety Prevention and Awareness and is utilized to provide safety and prevention related supplies throughout Cascade County's departments and operations. As a result of a successful Safety Program, Cascade County was the recipient of an unanticipated dividend from the Montana State Fund. These unanticipated funds enabled the Risk Safety Office to acquire updated and additional First Aid Kits as well as acquire protective masks for the COVID-19 pandemic for Cascade County's various departments. The purpose of this resolution is to amend the budget to increase revenues and expenditures in Fund #2190 Comprehensive Insurance Fund to cover the unbudgeted acquisitions and increased revenue.

FINANCIAL IMPACT: \$5,680

RECOMMENDATION: Approval of Resolution #20-28.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution #20-28 increasing revenues and expenditures in Fund #2190 Comprehensive Insurance Fund in the amount of \$5,680.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution #20-28 increasing revenues and expenditures in Fund #2190 Comprehensive Insurance Fund in the amount of \$5,680.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
COMPREHENSIVE INSURANCE FUND #2190**

RESOLUTION 20-28

WHEREAS, the Comprehensive Insurance Fund #2190 includes funding for Safety Prevention and Awareness to provide supplies and services throughout Cascade County operations; and

WHEREAS, Cascade County received an unanticipated dividend from the Montana State Fund which was a result of a successful Safety Program, such funds can be utilized to purchase additional supplies and services related to the Safety Program; and

WHEREAS, additional expenses were incurred to purchase and update First Aid Kits throughout Cascade County departments, as well as to purchase a supply of masks for Covid-19, also unanticipated; and

WHEREAS, a budget amendment is necessary to increase revenues and expenditures in Fund #2190 Comprehensive Insurance Fund in the amount of \$5,680 each to cover these unbudgeted items; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 9th Day of June, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners

Please approve the following budget changes:

Jeff Mo RA
Print Name



Budget Performance Report

Fiscal Year to Date 06/01/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2190 - Comprehensive Insurance										
REVENUE										
Department 000 - Revenue										
31										
31.1010	Real Property Taxes	439,416.00	.00	439,416.00	.00	.00	279,606.44	159,809.56	64	78,412.56
31.1020	Personal Property Taxes	77,544.00	.00	77,544.00	.00	.00	753.85	76,790.15	1	1,393.39
31.2000	Penalty & Interest	.00	.00	.00	.00	.00	208.28	(208.28)	+++	33.13
31.6000	Entitlement Levy Tax Tran	.00	.00	.00	.00	.00	2.92	(2.92)	+++	8.54
31 - Totals		\$516,960.00	\$0.00	\$516,960.00	\$0.00	\$0.00	\$280,571.49	\$236,388.51	54%	\$79,847.62
33										
33.3040	Payment in Lieu of Taxes	.00	.00	.00	.00	.00	408.31	(408.31)	+++	62.36
33.5230	Entitlement Revenue	14,358.00	.00	14,358.00	.00	.00	10,768.92	3,589.08	75	2,217.33
33 - Totals		\$14,358.00	\$0.00	\$14,358.00	\$0.00	\$0.00	\$11,177.23	\$3,180.77	78%	\$2,279.69
36										
36.2001	Insurance Reimbursement	115,000.00	.00	115,000.00	.00	.00	24,989.59	90,010.41	22	50,993.81
36 - Totals		\$115,000.00	\$0.00	\$115,000.00	\$0.00	\$0.00	\$24,989.59	\$90,010.41	22%	\$50,993.81
39										
39.0000	Internal Services	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	.00
39 - Totals		\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0%	\$0.00
Department 000 - Revenue Totals		\$671,318.00	\$0.00	\$671,318.00	\$0.00	\$0.00	\$316,738.31	\$354,579.69	47%	\$133,121.12
Department 230 - Risk/Safety										
36										
36.2000	Miscellaneous Revenues	.00	.00	.00	.00	.00	177,615.00	(177,615.00)	+++	.00
36 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177,615.00	(\$177,615.00)	+++	\$0.00
Department 230 - Risk/Safety Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177,615.00	(\$177,615.00)	+++	\$0.00
REVENUE TOTALS		\$671,318.00	\$0.00	\$671,318.00	\$0.00	\$0.00	\$494,353.31	\$176,964.69	74%	\$133,121.12
EXPENSE										
Department 230 - Risk/Safety										
Function A0400 - Administrative Services										
200										
200.220	Operating Supplies	17,239.00	.00	17,239.00	.00	105.50	10,812.98	6,320.52	63	4,696.18
200.230	Repair & Maint. Supplies	.00	.00	.00	.00	.00	.00	.00	+++	840.92
200 - Totals		\$17,239.00	\$0.00	\$17,239.00	\$0.00	\$105.50	\$10,812.98	\$6,320.52	63%	\$5,537.10
300										
300.350	Professional Services	450.00	.00	450.00	.00	.00	189.76	260.24	42	.00
300.360	Repair & Maint. Services	.00	.00	.00	.00	.00	.00	.00	+++	200.00
300 - Totals		\$450.00	\$0.00	\$450.00	\$0.00	\$0.00	\$189.76	\$260.24	42%	\$200.00
Function A0400 - Administrative Services Totals		\$17,689.00	\$0.00	\$17,689.00	\$0.00	\$105.50	\$11,002.74	\$6,580.76	63%	\$5,737.10
Department 230 - Risk/Safety Totals		\$17,689.00	\$0.00	\$17,689.00	\$0.00	\$105.50	\$11,002.74	\$6,580.76	63%	\$5,737.10



Budget Performance Report

Fiscal Year to Date 06/01/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2190 - Comprehensive Insurance										
EXPENSE										
Department 382 - Comprehensive Insurance										
Function K0330 - Comp Liability Insurance										
200										
200.230	Repair & Maint. Supplies	80,000.00	.00	80,000.00	.00	7,320.35	26,160.81	46,518.84	42	29,716.40
200 - Totals		\$80,000.00	\$0.00	\$80,000.00	\$0.00	\$7,320.35	\$26,160.81	\$46,518.84	42%	\$29,716.40
300										
300.350	Professional Services	20,000.00	.00	20,000.00	.00	.00	9,056.12	10,943.88	45	6,073.26
300.360	Repair & Maint. Services	85,000.00	.00	85,000.00	.00	17,680.90	37,251.46	30,067.64	65	14,861.44
300.390	Other Purchased Services	3,000.00	.00	3,000.00	.00	.00	382.07	2,617.93	13	2,026.00
300 - Totals		\$108,000.00	\$0.00	\$108,000.00	\$0.00	\$17,680.90	\$46,689.65	\$43,629.45	60%	\$22,960.70
500										
500.510	Insurance	257,416.00	.00	257,416.00	.00	.00	257,415.39	.61	100	249,327.35
500 - Totals		\$257,416.00	\$0.00	\$257,416.00	\$0.00	\$0.00	\$257,415.39	\$0.61	100%	\$249,327.35
800										
800.810	Losses	.00	.00	.00	.00	.00	.00	.00	+++	25.59
800.812	Insurance Deductibles	100,000.00	.00	100,000.00	.00	.00	25,126.86	74,873.14	25	123,285.56
800 - Totals		\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$25,126.86	\$74,873.14	25%	\$123,311.15
Function K0330 - Comp Liability Insurance Totals		\$545,416.00	\$0.00	\$545,416.00	\$0.00	\$25,001.25	\$355,392.71	\$165,022.04	70%	\$425,315.60
Department 382 - Comprehensive Insurance Totals		\$545,416.00	\$0.00	\$545,416.00	\$0.00	\$25,001.25	\$355,392.71	\$165,022.04	70%	\$425,315.60
EXPENSE TOTALS		\$563,105.00	\$0.00	\$563,105.00	\$0.00	\$25,106.75	\$366,395.45	\$171,602.80	70%	\$431,052.70
Fund 2190 - Comprehensive Insurance Totals										
REVENUE TOTALS		671,318.00	.00	671,318.00	.00	.00	494,353.31	176,964.69	74%	133,121.12
EXPENSE TOTALS		563,105.00	.00	563,105.00	.00	25,106.75	366,395.45	171,602.80	70%	431,052.70
Fund 2190 - Comprehensive Insurance Totals		\$108,213.00	\$0.00	\$108,213.00	\$0.00	(\$25,106.75)	\$127,957.86	\$5,361.89		(\$297,931.58)
Grand Totals										
REVENUE TOTALS		671,318.00	.00	671,318.00	.00	.00	494,353.31	176,964.69	74%	133,121.12
EXPENSE TOTALS		563,105.00	.00	563,105.00	.00	25,106.75	366,395.45	171,602.80	70%	431,052.70
Grand Totals		\$108,213.00	\$0.00	\$108,213.00	\$0.00	(\$25,106.75)	\$127,957.86	\$5,361.89		(\$297,931.58)

Cascade County Montana Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
202 - Clerk & Recorder	2020-00005458 Posted	JE	GL	05/15/2020	Reclass Work Comp Dividend	db/lc		
G/L Date	G/L Account Number	Account Description		Description	Source	Debit Amount	Credit Amount	
05/15/2020	1000 101.000	Cash		Reclass Work Comp Dividend	db/lc		177,615.00	
05/15/2020	1000-000 36.2000	Miscellaneous Revenues		Reclass Work Comp Dividend	db/lc	177,615.00		
05/15/2020	2190 101.000	Cash		Reclass Work Comp Dividend	db/lc	177,615.00		
05/15/2020	2190-230 36.2000	Miscellaneous Revenues		Reclass Work Comp Dividend	db/lc		177,615.00	
Number of Entries: 4						<u>\$355,230.00</u>	<u>\$355,230.00</u>	

June 9, 2020

Contract 19-41

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM: Town of Belt Contract Exhibit A
FY 2019/2020 (July 1, 2019 - June 30, 2020)

INITIATED & PRESENTED BY: Undersheriff Cory Reeves, Sheriff's Office
Captain Scott Van Dyken, Sheriff's Office

ACTION REQUESTED: Approval of Contract 19-41

BACKGROUND:

The Annual Financial Plan for FY 19/20 Exhibit "A" Public Safety-Belt Contract is the yearly recalculation of payment, referencing Contract 18-109 (R0357292), Interlocal Agreement for the Provision of Law Enforcement Services by the Cascade County Sheriff's Office to the Town of Belt, Montana and for the Provision of Prosecutorial Services by the Cascade County Attorney's Office for all Misdemeanor DUI and/or PFMA Offenses issued in the Territorial boundaries of the Town of Belt, Montana. Each fiscal year this will be jointly agreed to by all parties between the Cascade County Sheriff's Office and the Town of Belt. The total proposed amount is \$116,511.13. The contractual obligated amount for the Town of Belt is \$58,255.56 which is an increase of \$4,962.45 compared to FY 18/19 due to a cost increase.

TERM: Exhibit A: July 1, 2019 - June 30, 2020.

COST: Town of Belt Cost: \$58,255.56
(Belt will make two payments of \$29,127.78)

RECOMMENDATION: Approval of Contract 19-41

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 19-41, Town of Belt Exhibit A, Public Safety-Belt for FY 2019/2020.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 19-41, Town of Belt Exhibit A, Public Safety-Belt for FY 2019/2020.

Exhibit A

Public Safety – Belt Contract 07-01-2019 through 06-30-2020

2301- Public Safety 34.2021

Deputy 1st Class (w/o Coroner)	\$63,773.10
Each year pick the most senior 1 st Class Deputies total earnings	
	+
Employer Contributions	\$21,045.12
For Senior 1 st Class Deputy listed above	
	+
Yearly IT Expenses Per Deputy	\$1,560.48*
Cost only reflects equipment upkeep and replacement (* Not IT Staff)	
	+
Uniform Costs Per Deputy	\$600.00*
Minimum Union Contract CBA 8.2 (* Less than actual costs)	
	+
Firearms	\$34,880.27/33 = \$1,056.98
209-200.226	
	+
Training	\$29,104.46 + \$13,692.50 = \$42,796.96/33 = \$1,296.88
209-300.370 + 209-300.380	
	+
2017 Vehicle Expenses	\$307,590.51 + \$257,325.00 = \$564,915.51/33 = \$17,118.65
209-300.374 + 209-800.820	
	+
Insurance	\$6,775.53 + \$25,969.46 + \$7,146.39 = \$39,891.38/33 = \$1,208.83
209-500.510 + 290-500.513 + 209-500.514	
	+
Dispatch	\$377,217.00/33 = \$11,430.82 - \$3327.10 = \$8,103.72
348-800.880 - Belt 911 Quarters	
	+
M. Contracts, Supplies	\$10,392.27 + \$3,796.01 + \$4,982.69 + \$5,492.32 = \$24,663.29/33 = \$747.37
209-300.363 + 209-200.210 + 209-200.220 + 209-200.227	
Total	\$116,511.13/2 = \$58,255.57 → Cost to Town of Belt

Itemized Revenue: _____

2301-000 34.2021	1/2 Due 7/31/19	\$29,127.78
	1/2 Due 1/31/20	\$29,127.78

Dated and Approved by the Town Council of the Town of Belt, Cascade County Montana on this _____ day of _____, 2019

Jim Olson, Mayor

Dated and Approved by the Cascade County Sheriff, Cascade County Montana on this _____ day of _____, 2019

Jesse Slaughter, Cascade County Sheriff

Dated and Approved by the Board of County Commissioners, Cascade County Montana on this _____ day of _____, 2019

Jim Larson, Commissioner

Joe Briggs, Chairman

Jane Weber, Commissioner

Passed & approved at the Commission Meeting held on this ____ day of ____, 2019.

Attest

On this ____ day of ____, 2019, I hereby attest the above-written signatures of Jane Weber, Joe Briggs and James L. Larson, the Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

Belt 2018-19
PD221305

Date	Batch #/PO	Vendor	Description	Credit	Debit	BALANCE
<i>Balance Forward</i>				9,031.65	\$ -	\$ 9,031.65
8/10/2018		St. of MT	4th Qtr 2018 Payment	1,042.21		\$ 10,073.86
8/22/2018		St. of MT	HB 575	285.48		\$ 10,359.34
12/3/2018		St. of MT	1st Qtr 2018-19 Payment	1,073.63		\$ 11,432.97
2/14/2019		St. of MT	2nd Qtr 2018-19 Payment	925.78		\$ 12,358.75
						\$ 12,358.75
						\$ 12,358.75
						\$ 12,358.75
						\$ 12,358.75
						\$ 12,358.75
						\$ 12,358.75
						\$ 12,358.75
						\$ 12,358.75
			TOTAL 2018-19	3,327.10	\$ -	



Budget Performance Report

Fiscal Year to Date 06/30/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2301 - Public Safety										
EXPENSE										
Department 209 - County Sheriff										
Function B0110 - Administration										
100										
100.110	Salaries & Wages	2,092,370.00	(88,839.00)	2,003,531.00	233,216.19	.00	1,928,125.54	75,405.46	96	1,887,435.79
100.120	Overtime	150,000.00	46,620.00	196,620.00	34,166.15	.00	196,619.81	.19	100	193,506.38
100.130	Termination Pay	60,278.00	.00	60,278.00	.00	.00	36,772.36	23,505.64	61	55,501.08
100.140	Employer Contributions	800,676.00	.00	800,676.00	97,186.16	.00	779,143.56	21,532.44	97	699,563.26
100.146	Union Pensions	1,248.00	50.00	1,298.00	147.31	.00	1,297.23	.77	100	1,076.21
100.152	Employer Contrib.Reserves	.00	176.00	176.00	.00	.00	175.68	.32	100	486.77
100 - Totals		\$3,104,572.00	(\$41,993.00)	\$3,062,579.00	\$364,715.81	\$0.00	\$2,942,134.18	\$120,444.82	96%	\$2,837,569.49
200										
200.210	Office Supplies	7,830.00	.00	7,830.00	916.82	.00	3,796.01	4,033.99	48	5,872.32
200.220	Operating Supplies	7,950.00	.00	7,950.00	1,854.91	.00	4,982.69	2,967.31	63	7,168.03
200.223	Janitorial Supplies	4,120.00	.00	4,120.00	.00	.00	3,252.48	867.52	79	3,746.31
200.225	Clothing & Uniforms	32,000.00	20,000.00	52,000.00	184.50	.00	27,758.21	24,241.79	53	27,375.54
200.226	Firearm Supplies	38,040.00	.00	38,040.00	14,784.92	.00	34,880.27	3,159.73	92	34,296.79
200.227	Evidence	5,500.00	.00	5,500.00	.00	.00	5,492.32	7.68	100	4,130.86
200.228	Other Operating Supplies	23,904.00	.00	23,904.00	5,184.88	.00	22,462.61	1,441.39	94	13,288.00
200.237	Equipment Repair	10,700.00	.00	10,700.00	601.84	.00	8,495.71	2,204.29	79	6,009.94
200.238	Gas & Oil	1,000.00	.00	1,000.00	192.71	.00	949.22	50.78	95	147.45
200 - Totals		\$131,044.00	\$20,000.00	\$151,044.00	\$23,720.58	\$0.00	\$112,069.52	\$38,974.48	74%	\$102,035.24
300										
300.311	Postage	1,800.00	.00	1,800.00	112.17	.00	691.85	1,108.15	38	1,607.79
300.312	Evidence	10,000.00	.00	10,000.00	1,898.63	.00	7,475.38	2,524.62	75	1,654.72
300.320	Printing & Typing	1,650.00	.00	1,650.00	157.00	.00	464.00	1,186.00	28	331.62
300.330	Publicity, Subscrip.&Dues	828.00	.00	828.00	.00	.00	416.31	411.69	50	386.44
300.341	Electric	23,253.00	.00	23,253.00	3,051.55	.00	19,579.61	3,673.39	84	19,973.96
300.342	Water & Sewer	13,098.00	1,576.00	14,674.00	2,317.93	.00	14,673.56	.44	100	17,926.59
300.343	Telephone	5,040.00	.00	5,040.00	1,763.33	.00	3,918.45	1,121.55	78	2,759.92
300.344	Heating Fuel	12,040.00	.00	12,040.00	690.37	.00	6,819.55	5,220.45	57	7,676.85
300.345	Sanitation	2,500.00	.00	2,500.00	240.52	.00	2,033.51	466.49	81	1,935.85
300.348	Cell Phone Costs	28,320.00	.00	28,320.00	820.70	.00	24,012.61	4,307.39	85	10,205.55
300.362	Equipment Repairs	6,500.00	.00	6,500.00	75.00	.00	5,750.20	749.80	88	3,784.79
300.363	Maintenance Contracts	81,150.00	.00	81,150.00	(62,204.18)	.00	10,392.27	70,757.73	13	4,994.91
300.370	Travel	26,917.00	2,500.00	29,417.00	1,820.69	.00	29,104.46	312.54	99	19,240.77
300.374	Mileage County Vehicles	305,000.00	29,251.00	334,251.00	55,768.87	.00	307,950.51	26,300.49	92	293,249.20
300.380	Training Services	18,963.00	(2,500.00)	16,463.00	1,797.00	.00	13,692.50	2,770.50	83	12,032.50
300.390	Other Purchased Services	5,550.00	920.00	6,470.00	1,630.21	.00	6,469.50	.50	100	3,566.88
300 - Totals		\$542,609.00	\$31,747.00	\$574,356.00	\$9,939.79	\$0.00	\$453,444.27	\$120,911.73	79%	\$401,328.34



Budget Performance Report

Fiscal Year to Date 06/30/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2301 - Public Safety										
EXPENSE										
Department 209 - County Sheriff										
Function B0110 - Administration										
500										
500.510	Insurance	14,550.00	.00	14,550.00	.00	.00	14,549.36	.64	100	13,306.54
500.511	Insurance on Building	6,780.00	.00	6,780.00	.00	.00	6,775.53	4.47	100	6,196.76
500.513	Liability Insurance	26,000.00	.00	26,000.00	.00	.00	25,969.46	30.54	100	23,444.18
500.514	Other Insurance	7,150.00	.00	7,150.00	.00	.00	7,146.39	3.61	100	4,294.31
500.530	Rental	.00	.00	.00	.00	.00	.00	.00	+++	328.56
500 - Totals		\$54,480.00	\$0.00	\$54,480.00	\$0.00	\$0.00	\$54,440.74	\$39.26	100%	\$47,570.35
800										
800.810	Losses	.00	.00	.00	1,662.81	.00	1,662.81	(1,662.81)	+++	1,205.77
800.880	City of Great Falls	.00	.00	.00	.00	.00	.00	.00	+++	1,201.12
800 - Totals		\$0.00	\$0.00	\$0.00	\$1,662.81	\$0.00	\$1,662.81	(\$1,662.81)	+++	\$2,406.89
900										
900.940	Machinery & Equipment	68,500.00	20,000.00	88,500.00	(19,999.95)	.00	64,815.81	23,684.19	73	.00
900.943	Computer Software	.00	.00	.00	62,350.04	.00	62,350.04	(62,350.04)	+++	.00
900 - Totals		\$68,500.00	\$20,000.00	\$88,500.00	\$42,350.09	\$0.00	\$127,165.85	(\$38,665.85)	144%	\$0.00
Function B0110 - Administration Totals		\$3,901,205.00	\$29,754.00	\$3,930,959.00	\$442,389.08	\$0.00	\$3,690,917.37	\$240,041.63	94%	\$3,390,910.31
Department 209 - County Sheriff Totals		\$3,901,205.00	\$29,754.00	\$3,930,959.00	\$442,389.08	\$0.00	\$3,690,917.37	\$240,041.63	94%	\$3,390,910.31
EXPENSE TOTALS		\$3,901,205.00	\$29,754.00	\$3,930,959.00	\$442,389.08	\$0.00	\$3,690,917.37	\$240,041.63	94%	\$3,390,910.31
Fund 2301 - Public Safety Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		3,901,205.00	29,754.00	3,930,959.00	442,389.08	.00	3,690,917.37	240,041.63	94%	3,390,910.31
Fund 2301 - Public Safety Totals		(\$3,901,205.00)	(\$29,754.00)	(\$3,930,959.00)	(\$442,389.08)	\$0.00	(\$3,690,917.37)	(\$240,041.63)		(\$3,390,910.31)
Grand Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		3,901,205.00	29,754.00	3,930,959.00	442,389.08	.00	3,690,917.37	240,041.63	94%	3,390,910.31
Grand Totals		(\$3,901,205.00)	(\$29,754.00)	(\$3,930,959.00)	(\$442,389.08)	\$0.00	(\$3,690,917.37)	(\$240,041.63)		(\$3,390,910.31)



Budget Performance Report

Fiscal Year to Date 06/30/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2301 - Public Safety										
EXPENSE										
Department 209 - County Sheriff										
Function L1025 - Transfers to Other Funds										
800										
800.820	Transfers to Other Funds	264,665.00	.00	264,665.00	4,665.00	.00	252,755.00	11,910.00	95	333,500.00
800 - Totals		\$264,665.00	\$0.00	\$264,665.00	\$4,665.00	\$0.00	\$252,755.00	\$11,910.00	95%	\$333,500.00
Function L1025 - Transfers to Other Funds Totals		\$264,665.00	\$0.00	\$264,665.00	\$4,665.00	\$0.00	\$252,755.00	\$11,910.00	95%	\$333,500.00
Department 209 - County Sheriff Totals		\$264,665.00	\$0.00	\$264,665.00	\$4,665.00	\$0.00	\$252,755.00	\$11,910.00	95%	\$333,500.00
EXPENSE TOTALS		\$264,665.00	\$0.00	\$264,665.00	\$4,665.00	\$0.00	\$252,755.00	\$11,910.00	95%	\$333,500.00
Fund 2301 - Public Safety Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		264,665.00	.00	264,665.00	4,665.00	.00	252,755.00	11,910.00	95%	333,500.00
Fund 2301 - Public Safety Totals		(\$264,665.00)	\$0.00	(\$264,665.00)	(\$4,665.00)	\$0.00	(\$252,755.00)	(\$11,910.00)		(\$333,500.00)
Grand Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		264,665.00	.00	264,665.00	4,665.00	.00	252,755.00	11,910.00	95%	333,500.00
Grand Totals		(\$264,665.00)	\$0.00	(\$264,665.00)	(\$4,665.00)	\$0.00	(\$252,755.00)	(\$11,910.00)		(\$333,500.00)

June 9, 2020

Contract 20-60

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Town of Belt (Public Safety) Contract
Exhibit A: FY July 1, 2020 - June 30, 2021

INITIATED AND PRESENTED BY: Captain Scott Van Dyken
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 20-60

BACKGROUND:

The Annual Financial Plan for FY 20/21 Exhibit "A" Public Safety-Belt Contract is the yearly recalculation of payment, referencing Contract 18-109 (R0357292), Interlocal Agreement for the Provision of Law Enforcement Services by the Cascade County Sheriff's Office to the Town of Belt, Montana and for the Provision of Prosecutorial Services by the Cascade County Attorney's Office for all Misdemeanor DUI and/or PFMA Offenses issued in the Territorial boundaries of the Town of Belt, Montana. Each fiscal year this will be jointly agreed to by all parties between the Cascade County Sheriff's Office and the Town of Belt

The total proposed amount is \$117,520.70 includes an increase of \$1,009.57 compared to FY 19/20 due to an increase of actual costs

TERM: Exhibit A: July 1, 2020 - June 30, 2021

AMOUNT: Town of Belt Cost: \$58,760.35
(The Town of Belt will make two equal payments of \$29,380.17)

RECOMMENDATION: Approval of Contract 20-60.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-60, Belt Contract Exhibit "A" Fiscal Year 2020-2021 with the Cascade County Sheriff's Office.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-60, Belt Contract Exhibit "A" Fiscal Year 2020-2021 with the Cascade County Sheriff's Office.

Exhibit A

Public Safety – Belt Contract 07-01-2020 through 06-30-2021

2301- Public Safety 34.2021

Deputy 1st Class (w/o Coroner)	\$60,929.38
Each year pick the most senior 1 st Class Deputies total earnings	
	+
Employer Contributions	\$20,106.70
For Senior 1 st Class Deputy listed above	
	+
Yearly IT Expenses Per Deputy	\$1,066.67
Cost only reflects equipment upkeep and replacement (* Not IT Staff)	
	+
Uniform Costs Per Deputy	\$600.00*
Minimum Union Contract CBA 8.2 (* Less than actual costs)	
	+
Firearms	\$31,152.93/35 = \$890.08
209-200.226	
	+
Training	\$31,301.95 + \$14,994.00 = \$46,295.95/35 = \$1,322.74
209-300.370 + 209-300.380	
	+
2017 Vehicle Expenses	\$507,990.00 + \$252,205.00 = \$760,195.00/35 = \$21,719.86
209-300.374 + 209-800.820	
	+
Insurance	\$15,872.38 + \$28,605.38 + \$7,557.47 = \$52,035.23/35 = \$1,486.72
209-500.510 + 290-500.513 + 209-500.514	
	+
Dispatch	\$433,723/35 = \$12392.09 - \$3,789.08 = \$8,603.01
348-800.880 - Belt 911 Quarters	
	+
M. Contracts, Supplies	\$17,252.07 + \$3,894.17 + \$614.11 + \$6,083.75 = \$27,844.10/35 = \$795.55
209-300.363 + 209-200.210 + 209-200.220 + 209-200.227	
Total	\$117,520.70/2 = \$58,760.35 → Cost to Town of Belt

20-60
CONTRACT

Itemized Revenue:

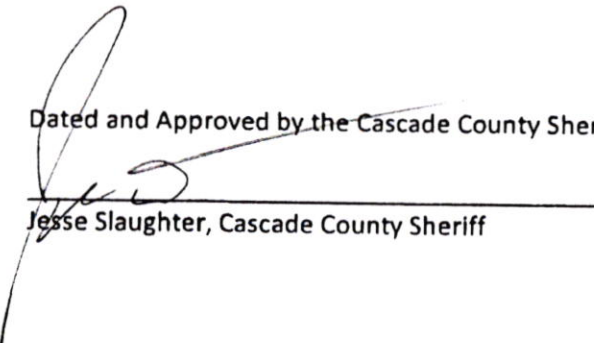
2301-000 34.2021	1/2 Due 7/31/20	\$29,380.17
	1/2 Due 1/31/21	\$29,380.17

Dated and Approved by the Town Council of the Town of Belt, Cascade County Montana on this 16th day of April, 2020



Jim Olson, Mayor

Dated and Approved by the Cascade County Sheriff, Cascade County Montana on this 21 day of APRIL, 2020



Jesse Slaughter, Cascade County Sheriff

Dated and Approved by the Board of County Commissioners, Cascade County Montana on this ____ day of _____, 2020

Joe Briggs, Commissioner

James L. Larson, Chairman

Jane Weber, Commissioner

CONTRACT
20 - 60

June 9, 2020

Contract #20-61

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**Modification to DPPHS Contract 20-221-13009-0
Provision of Older Americans Act Programming to
accept additional funding from CARES Act to assist
with COVID19 response**

ACTION REQUESTED:

Approval of Contract #20-61

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The Area VIII Agency on Aging provides a variety of programs under a contract for service with the Montana Department of Public Health and Human Services (Mt DPHHS). The programs covered by the subject agreement are part of the federal Older Americans Act Programs administered in Montana by the Department of Health and Human Services (DPHHS). As part of the CARES Act response to the coronavirus pandemic, Congress appropriated additional funding to the Older Americans Act programs to ensure that essential services were able to expand and handle the needs of the older vulnerable population during the crisis.

Cascade County Aging Services has continued to provide essential services via transportation, nutrition, and homemaker services throughout the coronavirus pandemic. The funds that are the subject of this modification are Title IIIB funding that will allow Aging Services to cover some of the increased cost of staffing programs during the crisis due to reduction in volunteers. Staff from Transportation has been serving the role of delivery drivers in the Senior Nutrition Program for the past 11 weeks. The population over 65 is in the highest risk group for complications due to the coronavirus, and allowing the older volunteers (many of whom are 70 or older) to step back as well as limit how many people are in contact with our older clients has helped reduce the risks for everyone. This CARES Act funding will be used to reimburse the Transportation budget as well as cover the additional costs throughout Phase 2 for staffing and supplies that were shifted to cover Meals on Wheels.

This Contract will provide \$25,821 in additional Title IIIB funds which can be allocated to cover the costs of staffing and services throughout Aging Services.

RECOMMENDATION:

Approval of Contract #20-61

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chairman, I move that the Commission **APPROVE** Contract #20-61, Modification to DPHHS Contract 20-221-13009-0 to accept CARES Act Funds in the total amount of \$25,821 to provide COVID19 response within Aging Services.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-61, DPHHS Contract 20-221-13009-0 to accept CARES Act Funds in the total amount of \$25,821 to provide COVID19 response within Aging Services.

**CONTRACT AMENDMENT NUMBER #3
CONTRACT FOR AREA VIII AGENCY ON AGING
CONTRACT NUMBER 20-221-13009-0**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 4210, Helena, MT, 59620, Phone Number (406) 444-4077, Fax Number (406) 444-7743, and Area VIII Agency on Aging, ("Contractor"), whose contact information is as follows: Federal Tax ID 81-6001343, 1801 Benefis Court, Great Falls, MT, 59404, Phone Number (406) 454-6990, kthiel-schaaf@cascadecountymt.gov (collectively, the "Parties")

Effective May 27, 2020, this Contract is amended as follows. Existing language has been struck; amended language underlined.

1. Section 3. **CONSIDERATION AND PAYMENTS**, will be amended as follows:

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a one-time payment for new nutrition funds, supportive services and caregiver support funds received from the Administration on Community Living (ACL) due to the COVID-19 pandemic under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Under this Act, there is no required match unless funding is used for administration in which case a 25% match is required. The Act allows for 100% transfer authority between all funds within the same grant grouping. This new funding is to be spent before the normal allotment of OAA funds.

This funding is available from April 1, 2020 and effective through FFY 2021.

A. For State Fiscal Year 2020 (July 1 – June 30) the Contractor will receive the following additional reimbursement:

3. Aging Supportive Services Budget

A one-time payment for Title III-B funding in the amount of \$25,821. This is per the request to have half of the funds in SFY2020.

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Contract Number 20-221-13009-0 remain unchanged.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____
Barbara Smith, Administrator
Senior and Long-Term Care Division

CONTRACTOR

BY:  _____ Date: 6/1/2020
Kimberliegh Thiel-Schaaf, Area VIII Director

June 9, 2020

Resolution #20-27

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**Aging Services SFY2020 Budget Increase
Older Americans Contract 20-61 Modification #3
CARES Act Funding for COVID19 Response**

ACTION REQUESTED:

Approval Resolution 20-27

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The Area VIII Agency on Aging provides a variety of programs under a contract for service with the Montana Department of Public Health and Human Services (Mt DPHHS). Contract 20-61, Modification #3 provides for additional Title IIIB Funding for Older Americans Programming via the CARES Act for COVID19 response. The total increase in the contract is for \$25,821 in additional funding to be used in the Aging Transportation Services to cover additional salary costs and mileage associated with assisting to provide continuity of services during the coronavirus pandemic response.

RECOMMENDATION:

Approval of Resolution 20-27

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chairman, I move that the Commissioners **APPROVE** Resolution #20-27, Appropriation within Cascade County Aging Services Master Contract to implement fiscal changes in Contract 20-61

MOTION TO DISAPPROVE: Mr. Chairman, I move that the Commissioners **DISAPPROVE** Resolution #20-27 Appropriation within Cascade County Aging Services Master Contract to implement fiscal changes in Contract 20-61.

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BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
AGING SERVICES MASTER CONTRACT ADDITIONAL
INCREASE FOR COVID-19 ISSUES**

RESOLUTION 20-27

WHEREAS, the Area VIII Agency on Aging is partially funded through an agreement with the Montana DPHHS for the provision of services under the federal CARES Act for COVID-19 response approved on this day through Modification #3 of Contract #20-221-13009-0 via Contract 20-61; and

WHEREAS, the increases are for the response to the Covid-19 pandemic to address increased demand for Aging Transportation Services to cover additional salary costs and mileage associated with assisting to provide continuity of services during the Coronavirus pandemic response; and

WHEREAS, a budget amendment is necessary to increase revenues and expenditures in Fund #2320 Senior Transportation totaling \$25,821 as per the contract modification; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 9th Day of June, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Attachment A

Date: 5/27/2020

To: Cascade County Board of Commissioners

Program Name: Congregate Meal Program

CFDA #

Contract # 20-221-13009-0/20-

Responsible Department: Aging Services

Prepared by: Kim Hulten


Please approve the following budget changes:


	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>						
<u>Expenses</u>													
Acct #	2320	-	275	-	E0300	-	100.145	\$	-	\$	9,475	\$	9,475
Acct #	2320	-	275	-	E0300	-	100.150	\$	-	\$	14,346	\$	14,346
Acct #	2320	-	275	-	E0300	-	200.205	\$	-	\$	2,000	\$	2,000
Acct #		-		-		-		\$	-	\$	-	\$	-
Acct #		-		-		-		\$	-	\$	-	\$	-
Acct #		-		-		-		\$	-	\$	-	\$	-
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Acct #		-		-		-		\$	-	\$	-	\$	-
Acct #		-		-		-		\$	-	\$	-	\$	-
Acct #		-		-		-		\$	-	\$	-	\$	-
Acct #		-		-		-		\$	-	\$	-	\$	-
Acct #		-		-		-		\$	-	\$	-	\$	-
Acct #		-		-		-		\$	-	\$	-	\$	-
Acct #		-		-		-		\$	-	\$	-	\$	

Explanation of budget changes:

This appropriation will appropriate funds received from Montana DPHHS via the CARES Act into the Transportation program under Title IIIB of the Older American Act programs.

Changes authorized by:


 Kim Thiel-Schaaf Department Head 5/28/2020
 _____ Date

 5/29/2020
 Budget Officer Date



2320 - Senior Transportation Budget Performance Report

Fiscal Year to Date 05/28/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2320 - Senior Transportation										
REVENUE										
Department 000 - Revenue										
31										
31.1010	Real Property Taxes	127,000.00	.00	127,000.00	.00	.00	72,544.71	54,455.29	57	156,688.02
31.1020	Personal Property Taxes	2,240.00	.00	2,240.00	.00	.00	646.30	1,593.70	29	2,658.60
31.2000	Penalty & Interest	.00	.00	.00	.00	.00	222.79	(222.79)	+++	304.87
31.6000	Entitlement Levy Tax Tran	.00	.00	.00	.00	.00	.73	(.73)	+++	3.39
31 - Totals		\$129,240.00	\$0.00	\$129,240.00	\$0.00	\$0.00	\$73,414.53	\$55,825.47	57%	\$159,654.88
33										
33.3040	Payment in Lieu of Taxes	.00	.00	.00	102.08	.00	102.08	(102.08)	+++	124.73
33.5230	Entitlement Revenue	3,590.00	.00	3,590.00	.00	.00	2,692.23	897.77	75	4,434.67
33 - Totals		\$3,590.00	\$0.00	\$3,590.00	\$102.08	\$0.00	\$2,794.31	\$795.69	78%	\$4,559.40
36										
36.5000	Donations	12,000.00	.00	12,000.00	155.00	.00	8,792.40	3,207.60	73	10,592.77
36 - Totals		\$12,000.00	\$0.00	\$12,000.00	\$155.00	\$0.00	\$8,792.40	\$3,207.60	73%	\$10,592.77
37										
37.1010	Interest Earnings	1,350.00	.00	1,350.00	.00	.00	1,014.61	335.39	75	1,682.83
37 - Totals		\$1,350.00	\$0.00	\$1,350.00	\$0.00	\$0.00	\$1,014.61	\$335.39	75%	\$1,682.83
38										
38.3065	Transfer from Perm Levy	11,112.00	.00	11,112.00	.00	.00	5,556.00	5,556.00	50	11,136.00
38 - Totals		\$11,112.00	\$0.00	\$11,112.00	\$0.00	\$0.00	\$5,556.00	\$5,556.00	50%	\$11,136.00
Department 000 - Revenue Totals		\$157,292.00	\$0.00	\$157,292.00	\$257.08	\$0.00	\$91,571.85	\$65,720.15	58%	\$187,625.88
REVENUE TOTALS		\$157,292.00	\$0.00	\$157,292.00	\$257.08	\$0.00	\$91,571.85	\$65,720.15	58%	\$187,625.88
EXPENSE										
Department 275 - B2 - Transportation										
Function E0300 - Aging Services - Federal Funds										
800										
800.810	Losses	.00	.00	.00	.00	.00	.00	.00	+++	49.37
800 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$49.37
Function E0300 - Aging Services - Federal Funds Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$49.37
Function E0398 - Required Match										
100										
100.110	Salaries & Wages	104,102.00	.00	104,102.00	3,317.00	.00	75,505.42	28,596.58	73	73,631.14
100.130	Termination Pay	.00	.00	.00	.00	.00	.00	.00	+++	446.68
100.140	Employer Contributions	51,486.00	.00	51,486.00	1,244.92	.00	29,856.10	21,629.90	58	30,886.43
100.145	Employer Contributions- Grants	(1,983.00)	.00	(1,983.00)	.00	.00	.00	(1,983.00)	0	.00
100.150	Salaries & Wages, Grants	(8,294.00)	.00	(8,294.00)	.00	.00	.00	(8,294.00)	0	.00
100 - Totals		\$145,311.00	\$0.00	\$145,311.00	\$4,561.92	\$0.00	\$105,361.52	\$39,949.48	73%	\$104,964.25
200										
200.210	Office Supplies	250.00	.00	250.00	.00	37.70	88.59	123.71	51	70.59



2320 - Senior Transportation Budget Performance Report

Fiscal Year to Date 05/28/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2320 - Senior Transportation										
EXPENSE										
Department 275 - B2 - Transportation										
Function E0398 - Required Match										
200										
200.220	Operating Supplies	500.00	.00	500.00	.00	51.98	408.95	39.07	92	1,181.81
200.230	Repair & Maint. Supplies	.00	.00	.00	.00	.00	.00	.00	+++	500.00
200 - Totals		\$750.00	\$0.00	\$750.00	\$0.00	\$89.68	\$497.54	\$162.78	78%	\$1,752.40
300										
300.311	Postage	75.00	.00	75.00	.00	.00	14.65	60.35	20	53.56
300.320	Printing & Typing	500.00	.00	500.00	2.96	.00	175.96	324.04	35	159.64
300.341	Electric	1,030.00	.00	1,030.00	45.20	.00	590.88	439.12	57	775.97
300.342	Water & Sewer	916.00	.00	916.00	56.78	.00	875.97	40.03	96	891.08
300.344	Heating Fuel	763.00	.00	763.00	78.52	.00	664.27	98.73	87	810.28
300.360	Repair & Maint. Services	1,000.00	.00	1,000.00	.00	.00	134.00	866.00	13	294.99
300.374	Mileage County Vehicles	42,502.00	.00	42,502.00	.00	.00	32,839.00	9,663.00	77	40,000.00
300 - Totals		\$46,786.00	\$0.00	\$46,786.00	\$183.46	\$0.00	\$35,294.73	\$11,491.27	75%	\$42,985.52
500										
500.510	Insurance	1,228.00	.00	1,228.00	.00	.00	1,228.00	.00	100	1,228.00
500 - Totals		\$1,228.00	\$0.00	\$1,228.00	\$0.00	\$0.00	\$1,228.00	\$0.00	100%	\$1,228.00
800										
800.810	Losses	.00	.00	.00	.00	.00	.00	.00	+++	16.25
800 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$16.25
Function E0398 - Required Match Totals		\$194,075.00	\$0.00	\$194,075.00	\$4,745.38	\$89.68	\$142,381.79	\$51,603.53	73%	\$150,946.42
Department 275 - B2 - Transportation Totals		\$194,075.00	\$0.00	\$194,075.00	\$4,745.38	\$89.68	\$142,381.79	\$51,603.53	73%	\$150,995.79
EXPENSE TOTALS		\$194,075.00	\$0.00	\$194,075.00	\$4,745.38	\$89.68	\$142,381.79	\$51,603.53	73%	\$150,995.79
Fund 2320 - Senior Transportation Totals										
REVENUE TOTALS		157,292.00	.00	157,292.00	257.08	.00	91,571.85	65,720.15	58%	187,625.88
EXPENSE TOTALS		194,075.00	.00	194,075.00	4,745.38	89.68	142,381.79	51,603.53	73%	150,995.79
Fund 2320 - Senior Transportation Totals		(\$36,783.00)	\$0.00	(\$36,783.00)	(\$4,488.30)	(\$89.68)	(\$50,809.94)	\$14,116.62		\$36,630.09
Grand Totals										
REVENUE TOTALS		157,292.00	.00	157,292.00	257.08	.00	91,571.85	65,720.15	58%	187,625.88
EXPENSE TOTALS		194,075.00	.00	194,075.00	4,745.38	89.68	142,381.79	51,603.53	73%	150,995.79
Grand Totals		(\$36,783.00)	\$0.00	(\$36,783.00)	(\$4,488.30)	(\$89.68)	(\$50,809.94)	\$14,116.62		\$36,630.09

June 9, 2020

Contract 20-62

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: FY 2021 United Way Award to Foster Grandparent Program

ACTION REQUESTED: Approve Contract 20-62

PRESENTED BY: Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The United Way of Cascade County has awarded a donation of \$5,000 to the Foster Grandparent Program for expenses related to the program during Fiscal Year 2021.

RECOMMENDATION:

Staff recommends that the Commission approve Contract 20-62 FY 2021 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: I move that the Commissioners approve Contract 20-62 FY 2021 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.

MOTION TO DENY: I move that the Commissioners deny Contract 20-62 FY 2021 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.



United Way of Cascade County

May 29, 2020

Kim Thiel-Schaaf
Cascade County Aging Services/Foster Grandparents

Dear Kim:

The United Way of Cascade County Board of Directors approved funding for Fiscal Year 2021 in the following amounts: **\$5,000 for the Foster Grandparents program.**

The Grant Review Committee recommended this amount based on your proposal to provide services in response to our RFP. United Way will disburse these funds electronically in equal monthly increments beginning July 1, 2020.

You are required to report quarterly on the program funded as outlined in the RFP. The Grant Review Committee will review your quarterly reports and may request a meeting with you to address any questions or concerns that arise. By signing below you agree to the reporting and other requirements contained in the RFP and to provide the services as outlined in your proposal to us. We will look to strengthen your involvement with Health Matters as your program aligns with the goals of this community initiative.

United Way of Cascade County reserves the right to adjust or terminate funding if, in our sole opinion, the spirit of this agreement is broken or if economic conditions warrant.

Thank you for the valuable services you provide and for partnering with United Way.

Sincerely,

Gary Owen
President

Kim Thiel-Schaaf
Cascade County Aging Services

Date

June 9, 2020

Contract 20-63

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: FY 2021 United Way Award to Meals on Wheels

ACTION REQUESTED: Approve Contract 20-63

PRESENTED BY: Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The United Way of Cascade County has awarded a donation of \$17,000 to the Meals on Wheels Program for expenses related to the program during Fiscal Year 2021.

RECOMMENDATION:

Staff recommends that the Commission approve Contract 20-63: FY 2021 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: I move that the Commissioners approve Contract 20-63: FY 2021 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.

MOTION TO DENY: I move that the Commissioners deny Contract 20-63: FY 2021 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.



United Way of Cascade County

May 29, 2020

Kim Thiel-Schaaf
Cascade County Aging Services

Dear Kim:

The United Way of Cascade County Board of Directors approved funding for Fiscal Year 2021 in the following amounts: **\$17,000 for Meals on Wheels.**

The Grant Review Committee recommended this amount based on your proposal to provide services in response to our RFP. United Way will disburse these funds electronically in equal monthly increments beginning July 1, 2020.

You are required to report quarterly on the program funded as outlined in the RFP. The Grant Review Committee will review your quarterly reports and may request a meeting with you to address any questions or concerns that arise. By signing below you agree to the reporting and other requirements contained in the RFP and to provide the services as outlined in your proposal to us. We will look to strengthen your involvement with Health Matters as your program aligns with the goals of this community initiative.

United Way of Cascade County reserves the right to adjust or terminate funding if, in our sole opinion, the spirit of this agreement is broken or if economic conditions warrant.

Thank you for the valuable services you provide and for partnering with United Way.

Sincerely,

A handwritten signature in black ink that reads "Gary Owen".

Gary Owen
President

A handwritten signature in blue ink that reads "Kim Thiel-Schaaf".

Kim Thiel-Schaaf
Cascade County Aging Services

6/1/2020

Date

June 9, 2020

Contract 20-64

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Foster Grandparents Program Grant Award
Year 2 of 3 Funding Corporation for National and
Amendment #20SF225392**

ACTION REQUESTED: **Approve Contract 20-64**

PRESENTED BY: **Kim Thiel-Schaaf, Aging Services Director**

SYNOPSIS:

The Foster Grandparent Program is recertified every three years and the budget is then awarded on an annual basis. The current contract is for the 2nd year of the program and approves the FY2021 Budget. The Notice of Grant Award provides the budget for the period July 1, 2020 until June 30, 2021. The budget is \$200,951 in federal funding and \$26,382 in local match. The local match is \$13,532 in cash and \$12,850 in-kind support.

RECOMMENDATION:

Staff recommends that the Commission approve Contract 20-64, Foster Grandparent Program Award 20SF225392, which establishes the FY 2021 Budget for year two of the program.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: I move that the Commissioners approve Contract 20-64 , Foster Grandparent Award 20SF225392 between Cascade County (Area VIII Agency on Aging) and the Corporation for National and Community Service.

MOTION TO DENY: I move that the Commissioners deny
Contract 20-64 Foster Grandparent Award 20SF225392 between Cascade County (Area VIII Agency on Aging) and the Corporation for National and Community Service.

Notice of Grant Award**Corporation for National and Community Service**601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323**Foster Grandparent Program****Grantee**Cascade County Commissioners
1801 Benefis Ct Great Falls MT 59405-4377EIN: 816001343
DUNS: 010360493**Award Information**

Agreement No.:	18SFPMT003	Performance Period:	07/01/2018 - 06/30/2021
Amendment No.:	7	Budget Period:	07/01/2020 - 06/30/2021
CFDA No.:	94.011	Grant Year:	3

Award Description

This award funds the approved 2020-21 FGP program. Your 2020-21 statutory match is waived and your budgetary match is 10.2%.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 3	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$200,951	\$200,951
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$200,951	\$200,951

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$407,230
Total CNCS Funds Awarded to Date	\$608,181

Funding Source and Amount

2020--OPE1-P71-OPO-26000-4117	\$200,951.00
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Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf> and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020SCPFGPPProgramSpecific50820200219.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

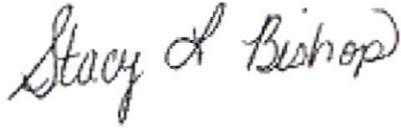
Foster Grandparent Program

Grantee

Cascade County Commissioners
1801 Benefis Ct Great Falls MT 59405-4377

EIN: 816001343
DUNS: 010360493

Corporation for National and Community Service:



06/01/2020

Signature

Award Date

Stacy Bishop

Senior Grants Officer

Dylan Davids

Grants Officer

Dylan Davids

Program Officer

Cascade County Commissioners

Legal Applicant

Tina Lopez

Project Director

Kimberliegh L. Thiel-Schaaf

Certifying Official/Executive Officer

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:

Application ☒ Non-Construction

2a. DATE SUBMITTED TO CORPORATION
FOR NATIONAL AND COMMUNITY
SERVICE (CNCS):
04/29/20

3. DATE RECEIVED BY STATE:

STATE APPLICATION IDENTIFIER:

81-6001343

2b. APPLICATION ID:
20SF225392

4. DATE RECEIVED BY FEDERAL AGENCY:
04/29/20

FEDERAL IDENTIFIER:
18SFPMT003

5. APPLICATION INFORMATION

LEGAL NAME: Cascade County Commissioners

DUNS NUMBER: 010360493

ADDRESS (give street address, city, state, zip code and county):
1801 Benefis Ct
Great Falls MT 59405 - 4377
County: Cascade

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER
PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give
area codes):

NAME: Tina Lopez

TELEPHONE NUMBER: (406) 454-6990

FAX NUMBER: (406) 454-6991

INTERNET E-MAIL ADDRESS: tlopez@cascadecountymt.gov

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
816001343

7. TYPE OF APPLICANT:

7a. Local Government - County

7b. Area Agency on Aging
Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).

☐ NEW ☐ NEW/PREVIOUS GRANTEE
☒ CONTINUATION ☐ AMENDMENT

If Amendment, enter appropriate letter(s) in box(es):

A. AUGMENTATION B. BUDGET REVISION

C. NO COST EXTENSION D. OTHER (specify below):

9. NAME OF FEDERAL AGENCY:

Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.011

10b. TITLE: Foster Grandparent Program

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Cascade County FGP

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):

Cascade County including all rural communities in this county.

11.b. CNCS PROGRAM INITIATIVE (IF ANY):

13. PROPOSED PROJECT: START DATE: 07/01/18 END DATE: 06/30/21

14. CONGRESSIONAL DISTRICT OF: a.Applicant b.Program

15. ESTIMATED FUNDING: Year #:

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE
ORDER 12372 PROCESS?

☐ YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE
TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR
REVIEW ON:

DATE:

☒ NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ YES if "Yes," attach an explanation. ☒ NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN
DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE
IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:

Kimberliegh L. Thiel-Schaaf

b. TITLE:

c. TELEPHONE NUMBER:

(406) 454-6990

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

e. DATE SIGNED:

04/29/20

Narratives

Executive Summary

An estimated 36 FGP volunteers will serve in outcome-based assignments. Some of the activities will include assisting in classrooms at the pre-elementary, Head Start level and tutoring public school children. At the end of the three-year period, we anticipate data to support school readiness along with improved academic performance in either math and/or literacy. The primary focus area of this project is Education K-12 success improving academic performance in literacy and/or math. The CNCS federal investment of \$200,951.00 will be supplemented, at minimum, by the required 10% match of \$25,882. In FY 2021, year three of the three-year commitment, we will budget \$200,951 federal cash, \$8,791 local cash as match, and \$13,500 in-kind match as well as \$3,419 in local cash to cover the Excess which is fund raising expenses and the fleet charges that exceed the federal allowed reimbursement. The FY 2021 total budget will be \$226,833.

Strengthening Communities

Cascade County Aging Services- Area VIII Agency on Aging serves as the host agency for the Foster Grandparent program. The Area VIII Agency on Aging serves the citizens of Cascade County, Montana. Cascade County is according to the US Census Bureau a total area of 2,698 square miles of which the majority is land. The Missouri River and the Sun River flow through the county and meet in the county seat of Great Falls. The racial majority is White (88.5%), followed by Native Americans (4.8%) Black or African American comprising 1.6%, and the remaining 5.1% being comprised of all other races or a combination of more than one race.

Looking at the age range of Cascade County residents helps us to understand our unique service population. The following statistics are based on the most current estimations for 2017. Total Population of the Area is 81,654 people with more than 34,383 households. The majority of households are married couples (48%) with 29% of households having children under the age of 18 living with them. Of interest is the fact that 12% of those households report someone aged 65 or older who is living alone. In fact, the most recent population projections estimate that currently persons aged 65 and older comprise 18.2% of the county's population which has increased 2.6% from 2010. In addition to Great Falls there are 3 incorporated towns: Belt, Cascade and Neihart in the County. Additionally, there are many un-incorporated communities including Black Eagle, Simms, Fort Shaw, Vaughn, Sun Prairie, Sun River, Centerville, Sand Coulee, Stockett, Tracy, Monarch, and Ulm. Malmstrom AFB is located .3 miles from the City of Great Falls on the east side of the County. Within those communities there are 6 Senior and Community Centers who partner with Aging Services to

Narratives

enrich the lives of persons aged 60 and older within the County. Those Senior and Community Centers are located in Cascade, Fort Shaw (Sun River Valley), Great Falls, Belt, Centerville and Monarch/Neihart.

In Cascade County it is interesting to note the level of poverty facing many of the county's residents. With a median family income at \$46,827, with a poverty rate of 11.9%, Cascade County is considered a high poverty county within Montana, and thus, many families struggle. Children from families in poverty frequently have a difficult time making grade level progress in school and are considered at risk for failure. Additionally, many area seniors find it difficult to pay for medications and food as well as other normal activities of life.

The role of the Area Agency on Aging is to provide resources, assistance and volunteer opportunities that serve to enhance the quality of life for seniors living within our community. Through a person-centered approach, we are committed to assisting a diverse population in maintaining their home, dignity and independence. Our mission is for the individuals we serve to "Live Longer, Live Safely, and Live Well!"

This mission leads to a commitment to services and to improved elderly awareness through the eight programs offered at Area VIII Agency on Aging. The programs providing direct services to the senior in Cascade County ensure a good line of communication between all concerned entities. In particular, the Area VIII program staff are able to direct accurate and helpful information to the clients and the clients can provide feedback based on reviews, interviews and follow-up contacts by the Area VIII management team. It is dependent upon the Area VIII managers to ensure all staff is adequately trained in their assigned areas and cross-trained in other programs to allow access to all services for all clients within Area VIII. Trained volunteers assist the Area VIII staff in accomplishing this goal and are monitored, evaluated and have continuing education classes to ensure accurate and useful service and information is being provided to the clients.

ACTIVITIES

Foster Grandparents serve on average 15 hours per week during the academic calendar providing a consistent presence in the lives of local youth. They are role models, mentors, and friends to children who face great challenges today. The program also provides a way for seniors aged 55 and older to stay active and use their time and talents to effect local change. The activities that FGP supports include:

*Helping students with improved academic performance in literacy and/or math

Narratives

*Assisting children in preparation for Kindergarten including health and motor development, social and emotional development and age-appropriate academic skills and behavior.

ACHIEVEMENT OF OUTCOMES

Today's youth face a set of daunting challenges as they transition to adulthood. With the goal of all children reaching their full potential in mind, it is important to identify opportunities to increase supports to youth. Specifically, children who grow up without consistent supports, in areas of high crime, in poverty, and in single parent homes are more likely to be at risk of academic failure, unemployment, high risk behaviors and cyclical poverty.

As a program within the Corporation for National and Community Service (CNCS), Foster Grandparents are dedicated to improving the lives of local youth through the implementation of a nationally focused service program aimed at increasing resources to youth. In response to research that shows that one of the three most impactful reasons why our children struggle is the absence of a non-parent caring adult in their life, Foster Grandparents offer a direct answer to this concern with their consistent presence, guidance, and support.

In keeping with federal program guidelines and under professional supervision Foster Grandparents serve on a person to person level offering situationally focused supports. For example, Foster Grandparents serving in an elementary school would likely be found providing emotional support, helping to develop academic skills, or tutoring children in reading and/or math. When serving in a pre-school setting, Foster Grandparents would be focused on helping to develop school readiness, providing emotional support and helping to teach our youth the valuable skill of self-care. Foster Grandparents working with children under the age of 3 would be focusing on nurturing and providing emotional support.

OUTCOME TRACKING

In an era of increased transparency and accountability, programs such as the Foster Grandparent Program are required to adhere to federal measurement guidelines. Specifically, CNCS is required to report accomplishments to Congress under the Government Performance and Results Act (GPRA). By using the "logic-model" approach inherent in the foundations of Programming for Impact (PFI), program staff identify the community need to be addressed, the service activity, the anticipated inputs,

Narratives

anticipated accomplishments, and anticipated impact.

Through the implementation of impact centered work plans, Foster Grandparent programs build a programmatic foundation by which measurable changes in youth, and our community may be assessed. Since 2003, all CNCS programs have been required to adhere to the Performance Measure Initiative. As a result, with respect to each performance measure, grantees are expected to: 1) Report on progress achieved; 2) Specify how performance was measured 3) Make the underlying documentation of performance available for review; and 4) Report on any operational changes and project improvements that resulted from information learned from the performance data.

Locally, the Foster Grandparent program has developed measurement tools for each of our service areas. The use of these evaluation forms twice/year sets a baseline by which we can measure outcomes for individual youth. Those outcomes are as follows:

*K-12 success Tutoring public schools- number of students with improved academic performance in literacy and/or math. Working with local school districts to track the children's MAP scores from beginning of the school year to the end.

*School readiness assisting in classroom - Number of children demonstrating gains in school readiness in terms of social and/or emotional development. Working with pre-school sites to get results from those children working with a grandparent from the Boehm Test of Basic Concepts. While the Foster Grandparent program is not new to the community, the way data is collected and reported is new to the program. Having attended regional training and in full support of the new performance measures and work plans, the Cascade County Foster Grandparents Program is positioned for full implementation with the start of the next grant cycle.

The Cascade County Foster Grandparent Program purchases and uses the Volunteer Reporter software program. This software manages and tracks volunteer files and data. In conjunction with the software, Aging Services ensures that all volunteer files are maintained in a confidential manner. The files are updated regularly and kept in accordance with CNCS program guidelines. Furthermore, Cascade County conducts an annual financial audit which includes the Foster Grandparent Program. Annually the program assesses the project impact on priority community needs by collection of the following data:

1) Workstation surveys with workstation supervisors during site visits. 2) Data establishing a beginning of year baseline as well as an end of year assessment for all youth served. 3) Volunteer surveys and volunteer project evaluations.

We fully understand that program success is tied to the ability to ensure continued placements for all

Narratives

FG's in order to meet the 37,584 volunteer service hours. Through careful volunteer management and supervision, we have shown success with volunteer retention thus making the program and outcomes stronger.

Recruitment and Development

PROMOTE PUBLIC AWARENESS

Improved awareness is a critical component for successful recruitment of participants for the Foster Grandparent Program (FGP). The FGP program utilizes a wide variety of media in hopes of educating our community about the work of local Foster Grandparents. We take advantage of public awareness exposure with local television, radio, and print media especially as a means of educating the community. While we primarily rely on email as our means of communication, there is room for improvement in the promotion of the Foster Grandparent Program through Social Networks and the internet. FGP staff continue to present at local service clubs like the Rotary, Kiwanis Club, and the Uptown Optimists which also helps increase awareness of the program and its outcomes. We are also actively participating in local fairs, and appropriate civic events.

It is important when discussing the promotion of public awareness to acknowledge that our best advocates are our Foster Grandparents themselves. As such, it is critical that each Foster Grandparent understands the importance of our work, maintains the highest levels of engagement, and are always striving to improve their performance within the host site. Foster Grandparents build and foster relationships with children through one-on-one daily consistent interaction with students to provide practice with skills e.g. reading fluency, math facts, and independent interactions. FG's assist teachers in completing tasks that are essential to managing a classroom in which FG's often become an elder adult positive role model and provide cross generational interaction. Cascade County Foster Grandparent Program offers bi-monthly in-service trainings that serve to foster engagement, educate, allow opportunities for sharing and networking, and to reward and incent our local FG's. FGP will continue to work with Great Falls Public School staff during bi-monthly mandatory in-service meetings to ensure our grandparents are being trained on the most relevant topics the children are learning such as zoo phonics, etc. All Great Falls Public School literacy staff have a Montana Reading Endorsement and continue to grow in their knowledge and understanding of the complex process of reading.

NETWORKING AND BUILDING PARTNERSHIPS

Locally, FGP partners with workstations such as the Great Falls Public Schools, Wee Disciples, Holy

Narratives

Spirit Catholic School, Head Start, and rural school districts to promote the work of the Foster Grandparent Program. FGP receives community support from local entities such as Department of Child & Family Services, Benefis Hospital, Great Falls Clinic, and the Cascade County Extension Office as far as in-service speakers for variety of topics and referring new clients to the program who may be eligible. FGP staff and the Aging Services leadership continue to explore new partnerships and ways to improve existing partnerships which above all promotes awareness of senior issues and encourages volunteerism. FGP staff are dedicated to building and improving partnerships with our host sites to create a program that is committed to improvement, progress, and the success of all program participants.

DIVERSITY

As an entity of county government, Cascade County Aging Services is highly aware of the need to recruit a diverse group of program participants, both as Foster Grandparents and as youth benefitting from the presence of a Foster Grandparent in their life. Our hiring and recruiting practices reflect that commitment. Local staff is continually looking for opportunities to increase the participation of minorities and men within the FG program. Foster Grandparent Program will continue to partner with the Indian Family Health Clinic whose mission is to provide high quality, culturally sensitive health care to urban Indian families in Great Falls and the surrounding area by dispersing FGP information in their newsletters, putting up posters and brochures about the importance of volunteerism and giving back to our future, the children. Native Americans represent the largest numbers in terms of minority populations in Cascade County, so this partnership lends itself well to the concept of our volunteers being representative of the youth that we are serving.

FGP also works closely with the Great Falls Public Schools in the placement of FG's into schools where they will be most effective. Eleven of the nineteen public schools we partner with are designated Title I Schools. Generally, a Title I designation means that the students are at greatest risk for not reaching their full academic potential. We target Title I Schools with increased resources in response to the increased need in those schools.

TRAINING

Cascade County recognizes the importance of training as a means of engagement and efficacy for all program staff. The Foster Grandparent program manager attended the 50th Annual Governor's Conference on Aging in September 2018 and attended training on Engaging Each Generation as

Narratives

Volunteers for volunteer recruitment and retention. In FY 2020, training has been cancelled due to the COVID19 pandemic, however, the plan in FY 2021 will be to resume finding appropriate trainings related to volunteerism and educational topics for the FGP staff. All new FG's participate in pre-service training, and bi-monthly in-service meetings to build on that initial training. The Cascade County Foster Grandparents participate in a total of 4,104 hours of ongoing development facilitated through 6 bi-monthly in-service trainings along with reading materials when sites are closed during summer months. FGP staff is committed to recruiting, training and placing a diverse corps of volunteers from all races, backgrounds, beliefs, and education levels with our workstations to meet a variety of student needs.

FGP will also continue to work closely with our community and volunteers for important initiatives for Montana Senior Corps Programs such as Opioid Abuse Prevention Programming. During the monthly mandatory In-Service meetings, Community speakers will come and talk about what to look out for and what to be aware of especially in youth. Working with our local Alliance for Youth has been a great partner in helping our foster grandparents create social change to advance healthy youth development within our community through collaborative approaches to prevention, intervention, and treatment.

RETENTION AND RECOGNITION

Locally, our FGP has benefitted from high retention rates. Not taking into consideration Foster Grandparents that passed away or moved, the retention rate for the past few years in the Cascade County Foster Grandparent Program has been over 90%. (91% 2018-2019, 94% 2019-2020 of enrolled FG's returned during these years.) Programs that begin with a higher rate of retention each year build capacity and program strength each year. FGP staff continue to recruit potential Foster Grandparents through word of mouth, community speaking engagements, posters and flyers placed around the community in low-income housing complexes, Senior Centers, and in workstations. As more FG's continue in their service, their skills are improved and their self-confidence in their work and value is increased. FGP staff continues to get the most relevant speakers from our worksites and in the community for the in-service meetings that are important and relevant to the volunteers and/or the children they serve. Some of the speakers during in-service meetings will include but not limited to Cascade County Sheriff's Office, GFPS Technology Dept., GFPS Special Education, and MSU Extension. In-Service meetings take place 6 times a year for 4 hours during the months of July, September, December, February, April, and May. Each year, FGP recognizes volunteers for their

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service by providing feedback to the volunteers on how their service is making a difference, and volunteer stations are encouraged to provide recognition for their volunteers throughout the school year. FGP holds an annual volunteer recognition event in the spring where we award service year pins and present a Foster Grandparent of the Year. The FGP of the Year is chosen through nominations made by the individual sites and then reviewed by an independent panel, who then chooses the recipient. All active FG's also receive a card on their birthdays along with various other thank you cards and token gifts of appreciation throughout the year. FGP staff will ensure meaningful placements for volunteers by documenting volunteers' individual preferences, experiences, and skills during the interview process. FGP staff will continue to closely track level of volunteer satisfaction through time served, investment in the program, attendance, and personal discussions. Annual Evaluations are sent to worksite supervisors each year to get feedback on the volunteer and how well they have done. Worksite supervisors go over the evaluations with the volunteer and discuss everything at that time, so they are both on the same page moving forward. The Volunteers also fill out a portion of the evaluation to get their feedback on how they feel about the program, the worksite they serve, and how they are treated by program staff. FGP will also utilize anonymous feedback forms at each in-service meeting for any FG to give their feedback.

Program Management

VOLUNTEER AND STATION MANAGEMENT

FGP will collaborate with current and potential workstations and community partners to focus and address priority community needs. Assessment of the progress towards achieving those goals will be measured by surveys conducted, meetings held, and growth of local partnerships and the continued placement of Foster Grandparents in positions that address priority community needs. FGP staff will closely track involvement and the level of volunteer satisfaction through time served, investment in the program, attendance, annual volunteer assessment and personal interviews. Throughout the year interviews and surveys conducted will be used as tools to move the program towards real time efficacy.

Cascade County takes full advantage of the three-month probationary period that all Foster Grandparents adhere to as an opportunity to observe the FG in their placement and evaluate the abilities of the FG with the needs of the station and the over-arching community needs. This also gives FGP staff an opportunity to provide a mentor to a new FG to provide daily support and training that will improve the likelihood that all FG's will achieve their full potential. Regular worksite visits and regular communication with worksite staff will ensure that CNCS guidelines are being adhered to.

Narratives

FGP strives to achieve programmatic excellence on every level. The Cascade County Senior Advisory Council serves as a board under the Board of County Commissioners, which is in accordance with the Montana Local Government statutes. The bylaws for the group were developed to comply with the Older Americans Act requirements as well as the requirements for CNCS. The board is made up of 15 members the majority of whom are 55 or older and include at least one (1) current Foster Grandparent. The group will meet regularly four (4) times a year and includes a Foster Grandparent Standing Committee whose role will be to review issues related to the Foster Grandparent program as well as provide additional guidance and input when needed. It is anticipated that the standing committee will have a role in making the selection of the Foster Grandparent of the Year Award, provide guidance on personnel issues that relate to the program and assist with developing the annual budget for the program.

Organizational Capability

FISCAL OVERSIGHT

Cascade County is committed to meeting and exceeding the expectations of taxpayers and grantors to assure that Aging Services programs and grants are managed properly and in accordance with all applicable laws and regulations. To this end, Aging Services has significantly improved our ability to track programmatic revenues and expenses through a necessary expansion of our chart of accounts. We remain dedicated to the process of improvement and have extended accountability to individual programs and staff members.

This improved focus will improve our effectiveness and performance within Federal and State programs, improve the delivery of services to the public and facilitate greater coordination among the community partners who work together to ensure the safety and wellness of our aging population.

STAFF

Cascade County employs a full-time FGP Program Manager. Tina Lopez has been with the program since August 2005 providing overall oversight and management of the program. The Program Manager has benefitted from extensive training and experience in program management, volunteer coordination and assessment of community needs. Plans for additional training for the Program Manager in FY 2020 were upended by the COVID19 pandemic, however, in FY 2021 once large groups are allowed to convene training will be a priority and any virtual trainings that will fit the needs of the program will also be explored. As budget permits, other training opportunities will be explored.

Narratives

MANAGEMENT CAPACITY

Cascade County has sponsored the Foster Grandparent Program since 1981 as part of its Aging Services Department. This program is symbiotic; volunteers help meet specific community needs regarding youth facing greater challenges and in return, they remain active, engaged with peers and are fulfilled with the knowledge that they are making a meaningful contribution to the community and our youth.

On an organizational level, the FGP program benefits tremendously from being a part of Aging Services. As an entity of county government, we maintain the integrity of the program by providing a spectrum of leadership, administrative, fiscal and personnel supportive services that allow FGP staff to focus entirely on programmatic development. Administrative support services provided include personnel management and supervision, while financial supports include invoice and payment processing, fiscal oversight, stipend processing, and payroll and timesheet management.

DEMONSTRATION OF CURRENT SYSTEMS

Cascade County has served as the host of the Foster Grandparent program for 39 years. We are committed to the longevity of the program and believe fully that our community would suffer its absence. As a result of that commitment, the county has consistently supported the program with direct funding from mill levy income. Also, in support of FGP, Cascade County provides a Senior Transportation Service that is available to the Foster Grandparents who are unable to drive themselves to a placement. The current Agency on Aging Director has been in the position a little over four years, a milestone that was not passed by the previous 2 directors, which in and of itself continues to provide support and stability to the entire agency, Foster Grandparents Program included. This stability in the leadership position has provide the Foster Grandparent Program with the opportunity to look carefully at operations and find ways to be more efficient with the scarce public dollars that are available while maintaining quality programming. This has included looking at a variety of training and staffing opportunities to ensure that the FG Program is continuing to function at a high level and bring the most value to the clients it serves.

Other

N/A

PNS Amendment (if applicable)

Not Applicable

Performance Measures

% of Unduplicated Volunteers in Work Plans that result in Outcomes: 100%

% of Unduplicated in the Primary Focus Area: 100%

Performance Measure: 1.1 Tutoring

Community Need to be Addressed:

According to the 2019 Nations Report Card, 36% of 4th grade students in Montana tested at or above proficiency in Reading and 43% of students are at or above proficiency in Mathematics. Research has proven, millions of children get to 4th grade without learning to read proficiency, and that puts them on the high school drop out track. The ability to read is critical to a child's success in school, life-long learning potential and their ability to contribute to the nation's economy and its security. Great Falls Public School District has 10,151 students enrolled and MSDB has 21 students. In grades K-6, 48% of the children are below proficiency in reading and 50% are below efficiency in math. Foster Grandparents will increase students' opportunity in reading and/or math through one-on-one and small group assistance and support.

Focus Area: Education

Objective: K-12 Success

Number of
Volunteer Stations: 16

Anticipated
Unduplicated
Volunteers: 30

Anticipated
Volunteer
Contributions: 30

Service Activity: Tutoring

Service Activity Description: Providing one-to-one and small group tutoring to children in need of extra assistance in literacy and/or math. The volunteers will assist each identified child with one-to-one reading activities such as reading out loud for an average of 30 minutes per interaction at 3 days a week at their respective school.

Anticipated Output: ED1A: Number of individuals served

Target: 400 **How Measured:** Tracking System

Instrument Description Teacher Observation Form Log - designed to assess a baseline for identified students and measure reading progress throughout the year.

Anticipated Outcome: ED5A: Number of students with improved academic performance
Target: 325 **How Measured:** Tracking System

Instrument Description Measures of Academic Progress (MAPS) scores showing identified students reading and math progress in fall and again in the spring for yearly progress.

Performance Measure: 2.1 Other Classroom Support

Community Need to be Addressed:

According to the Public-School Review, there are 26 public preschools in Cascade County serving 6,690 children. Rigorous research has found that children lucky enough to attend a wonderful preschool program—with warm and knowledgeable teachers who are specially certified to teach young children as they play or are busy with activities, incorporating new vocabulary into dramatic play, scaffolding math skills during snack time—these children go on to be retained in grade or placed in Special Education at nearly half the rate of their less fortunate peers; to graduate high school at much higher rates; to engage in less crime; and to earn more money as adults, becoming contributors to society and depending less on the national safety net. There are 141 students with the Great Falls Public School District, and 72 students with Wee Disciples Lutheran School and Childcare Center. Given that assessment, it is clear that youth need additional support before they begin their primary education.

Focus Area: Education

Objective: School Readiness

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Performance Measure: 2.1 Other Classroom Support

Anticipated 6
Unduplicated
Volunteers:

Number of
Volunteer
Stations:

Anticipated 6
Volunteer
Contributions:
Service Activity: Other Classroom Support

Service Activity
Description: Providing support and assistance to low-income children 3 times a week for 1 hour.

Anticipated
Output: ED1A: Number of individuals served

Target: 60 How Measured: Tracking System

Instrument Description Teacher Observation Log/Assignment Plan form used to track the number of children served.

Anticipated
Outcome: ED23A: Number of children demonstrating gains in school readiness
Target: 48 How Measured: Tracking System

Instrument Description Teacher Observation Log designed to assess a baseline for identified students and track kindergarten readiness throughout the year.

Required Documents

<u>Document Name</u>	<u>Status</u>
Aggregate Dollar Amounts of funding	Not Applicable
Articles of Incorporation	Not Applicable
Board of Directors	Already on File at CNCS
CPA Certification	Already on File at CNCS
Community Advisory Group Names and Addresses	Already on File at CNCS
List of the names of any Funding Organizations/Sources	Already on File at CNCS
Negotiated Indirect Cost Agreement	Not Applicable
Organizational Chart	Already on File at CNCS
Project Director's Job Description	Already on File at CNCS
Roster of Volunteer Stations	Already on File at CNCS
Statement of date of last A133 audit	Sent
Statement of whether applicant is subject to A133 audit	Already on File at CNCS

Cascade County FGP

Cascade County Commissioners

Application ID: 20SF225392

Budget Dates: 07/01/2018 - 06/30/2021

	Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses	44,221	42,010	0	2,211
B. Personnel Fringe Benefits	468	444	0	24
FICA	3,384	3,214	0	170
Health Insurance	8,299	7,884	0	415
Retirement	3,747	3,559	0	188
Life Insurance	0	0	0	0
Total	\$15,898	\$15,101	\$0	\$797
C. Project Staff Travel				
Local Travel	1,400	0	812	588
Long Distance Travel	4,000	4,000	0	0
Total	\$5,400	\$4,000	\$812	\$588
D. Equipment				
E. Supplies	500	0	500	0
F. Contractual and Consultant Services				
I. Other Volunteer Support Costs	11,608	4,684	6,924	0
Criminal Background Check	0	0	0	0
Total	\$11,608	\$4,684	\$6,924	\$0
J. Indirect Costs				
Section I. Subtotal	\$77,627	\$65,795	\$8,236	\$3,596
Section II. Volunteer Expenses				
A. Stipends				
Corporation Funded	112,752	112,752	0	0
Non-Corporation Funded	0	0	0	0
Non-Stipended				
Total	\$112,752	\$112,752	\$0	\$0
B. Other Volunteer Costs				
Meals	10,000	0	10,000	0
Uniforms	1,000	1,000	0	0
Insurance	1,350	1,000	350	0
Recognition	6,180	3,680	2,500	0
Volunteer Travel	18,224	16,724	1,500	0
Physical Examinations	200	0	200	0
Total	\$36,954	\$22,404	\$14,550	\$0
Section II. Subtotal	\$149,706	\$135,156	\$14,550	\$0
Budget Totals	\$227,333	\$200,951	\$22,786	\$3,596
Funding Percentages		89.8%	10.2%	
Required Match		n/a		
# of years Receiving CNCS Funds		n/a		

Budget Narrative: Cascade County FGP for Cascade County Commissioners

Section I. Volunteer Support Expenses

A. Project Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount	Excess Amount
Program Manager @95% CNCS & 5% fundraising: - 1 person(s) at 44221 each x 100 % usage	42,010	0	44,221	2,211
CATEGORY Totals	42,010	0	44,221	2,211

B. Personnel Fringe Benefits

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
FICA: FICA 7.65% of salary	3,214	0	3,384	170
Health Insurance: \$8299/year/employee	7,884	0	8,299	415
Retirement: State PERS by statute is 8.47% of salary	3,559	0	3,747	188
Life Insurance: N/A	0	0	0	0
Unemployment: Current rate is .35% of salary	147	0	155	8
Workers Comp: Current rate for this position is \$313/year	297	0	313	16
CATEGORY Totals	15,101	0	15,898	797

C. Project Staff Travel

Local Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Cascade County maintains a fleet of vehicles for use by its departments.: FGP utilizes a vehicle from that fleet daily for approx. 1400 miles/year. Current fleet rate charge is \$1/mile. Used as match is .58/mile. The remaining .42/mile is listed as Excess and will be covered entirely by Cascade County	0	812	1,400	588
CATEGORY Totals	0	812	1,400	588

Long Distance Travel

Purpose -Destination -Other Travel -Trans. Amount -Meals/Lodging	CNCS Share	Grantee Share	Total Amount	Excess Amount
Local & Long distance relevant travel: In & out of state travel to at least one statewide meeting/year at \$250/trip and an out of state conference or symposium budgeted at \$3000 for air/room and \$300 for per diem and \$750 for conference registrations based on previous travel to conference- Meals/Lodging 3,000 Trans 1,000 Other 0	4,000	0	4,000	0
CATEGORY Totals	4,000	0	4,000	0

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

E. Supplies

Item/ Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Office Supplies:	0	500	500	0
CATEGORY Totals	0	500	500	0

F. Contractual and Consultant Services

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

I. Other Volunteer Support Costs

Item	CNCS Share	Grantee Share	Total Amount	Excess Amount
Criminal Background Checks:	0	0	0	0
Utilities: Electric 1385/yr, H2O 1036/yr, Gas 800/yr, & bldg insurance 1,228:	0	4,449	4,449	0
Postage - costs mailing stipends, meeting notices, newsletters, and other communications to program participants.:	0	1,500	1,500	0
Printing Costs - to print newsletters, meeting notices, invitations, training materials for program participants.:	0	500	500	0
Membership Dues - National Association dues \$100 and Montana Assoc. of Senior Corps Directors membership \$75:	0	175	175	0
Criminal Background Checks for approx 15 new applicants. Cost of True Screen/Field Print at \$32.25/volunteer:	544	0	544	0
Volunteer In Service Training-Interpreter 60.00 per hour X 2 hrs per mtg 6 times a year; and \$60/hour x 3 hours for annual recognition:	900	0	900	0
Volunteer Reporter Subscription:	0	300	300	0
Meals for FG's during in-service meetings estimated at \$15/FGP x 6 meetings:	3,240	0	3,240	0
CATEGORY Totals	4,684	6,924	11,608	0

J. Indirect Costs

Calculation -Rate Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

SECTION Totals	65,795	8,236	77,627	3,596
PERCENTAGE	85%	11%		

Section II. Volunteer Expenses

A. Stipends

Item - # -Annual Stipend	CNCS Share	Grantee Share	Total Amount	Excess Amount
Corporation Funded: - 36 x 3132	112,752	0	112,752	0
Non-Corporation Funded: - 0 x 3132	0	0	0	0
CATEGORY Totals	112,752	0	112,752	0

B. Other Volunteer Costs

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
Meals: Meals for FG's while serving. School meals are in-kind GFPS.	0	10,000	10,000	0
Uniforms: Uniforms and name badges for active volunteers while serving	1,000	0	1,000	0
Insurance: Volunteer Insurance provided with through the county's workers comp premium and in-kind general liability insurance	1,000	350	1,350	0
Recognition: Gift Certs for each in-service \$50 x 36 FG's. Annual event: \$15/FG & 1 guest each 72x\$15=\$,1080 for catered lunch, \$500 for decorations; and an FGP of the Year award \$200; Service Year recognition pins \$100. \$2,500 in-kind prizes.	3,680	2,500	6,180	0
Volunteer Travel: Volunteer mileage estimated @ 19,425 miles/year reimbursed at \$0.58 per mile. Para-transit passes for 4 FG's, and GF transit passes for snow grandmas. Aging Services transportation 6 riders slots @ \$4 roundtrip or approx. 1,000 rides/yr	16,724	1,500	18,224	0
Physical Examinations: Immunizations & Physicals for FGP's without insurance when required by volunteer site.	0	200	200	0
CATEGORY Totals	22,404	14,550	36,954	0
SECTION Totals	135,156	14,550	149,706	0
PERCENTAGE	90%	10%		

BUDGET Totals	200,951	22,786	227,333	3,596
PERCENTAGE	88%	10%		

Source of Funds

Section	Description
Section I. Volunteer Support Expenses	LOCAL FUNDS to achieve local match for this section will include \$8,791 Grant from United

	Way of Cascade County. \$3,419 in County tax support, as well as an estimated \$13,500 in-kind support of meals and prizes. In-kind will be reported only to the level needed to achieve the match.
Section II. Volunteer Expenses	LOCAL FUNDS to achieve local match for this section will include \$8,791 Grant from United Way of Cascade County. \$3,419 in County tax support, as well as an estimated \$14,000 in-kind support of meals and prizes. In-kind will be reported only to the level needed to achieve the match.

June 9, 2020

Contract #20-66

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Noxious Weed Control Agreement Between
Montana Department of Transportation and
Cascade County.

INITIATED AND PRESENTED BY: Joshua Blystone, Weed & Mosquito Division

ACTION REQUESTED: Approval of Contract 20-66

BACKGROUND:

The purpose of this agreement is to set forth the term and conditions for the control of noxious weeds within the limits of the rights-of-way on the following state highway various under the jurisdiction of MDT. MDT to pay an annual sum of \$57,000 for Cascade County to control noxious weeds on MDT properties.

RECOMMENDATION: Approval of Contract 20-66.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-66, agreement to set forth the term and conditions for the control of noxious weeds within the limits of the rights-of-way on the following state highway various under the jurisdiction of MDT. MDT to pay an annual sum of \$57,000 for Cascade County to control noxious weeds on MDT properties.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #20-66, agreement to set forth the term and conditions for the control of noxious weeds within the limits of the rights-of-way on the following state highway various under the jurisdiction of MDT. MDT to pay an annual sum of \$57,000 for Cascade County to control noxious weeds on MDT properties.

NOXIOUS WEED CONTROL AGREEMENT

This Noxious Weed Control Agreement (Agreement) is entered into by and between the State of Montana, Department of Transportation (MDT), and Cascade County Weed District (Applicator).

- I. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions for the control of listed noxious weeds within the limits of the rights-of-way on all state routes within Cascade County Weed District, for state routes which are under the jurisdiction of MDT.
- II. **PAYMENT.** MDT agrees to pay Applicator the sum of \$57,000 annually for FY 2020 (July 1, 2020 through June 30, 2021), which shall be paid upon submission of an itemized billing from Applicator setting forth the dates, place, equipment, supplies and time spent by Applicator for control of noxious weeds. Itemized billing submissions must be submitted to MDT for payment no later than June 15th for spring treatments, and no later than October 30th for summer and fall treatments. Applicator must provide daily weed control report forms supporting the billing to the MDT contact person. This contract may, upon mutual agreement, be extended in one (1) year increments for a period not to exceed a total of three (3) years, [two (2) additional years].
 1. **COST INCREASE BY MUTUAL AGREEMENT.** After the Contract's initial term and if MDT agrees to a renewal, the parties may agree upon a cost increase. MDT is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on need and prevalence of additional noxious weed control.
- III. **APPLICATOR DUTIES AND RESPONSIBILITIES.** Applicator agrees payment by MDT is due only upon acceptable performance of the following:
 1. Applicator must be licensed to spray MDT right-of-way. Applicator must be in direct charge and supervision of all spray crews performing work under this Agreement.
 2. Spraying by Applicator must be for listed noxious weed control only. Continuous spraying of the right-of-way or boom spraying is prohibited unless preauthorization is given by the 31 Division Maintenance Chief or designee, and then only in accordance with the environmental impact statement and policy.
 3. Applicator must use chemicals only in accordance with the manufacturer/supplier's label for use and spraying techniques. Only chemicals registered with the Environmental Protection Agency (EPA) and the State of Montana may be used.

4. Applicator must notify the 31 Division Maintenance Chief or designee prior to initiating spraying season.
5. Spraying by Applicator must be done in such a manner as to most effectively prevent non-target damage to residential areas, plants, gardens, berries, orchards, vineyards, farm years, farm crops, or any threat to livestock or persons in the area.
6. Applicator must provide all necessary equipment, tools, chemicals, supplies, personnel, safety equipment and traffic control so as to perform the work in a timely, effective and professional manner. MDT personnel will not directly supervise Applicator's work.
7. Applicator must maintain for the duration of this Agreement, at its own cost and expense, insurance in an amount of \$750,000 or more against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in the Agreement by its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission of Applicator, its agents, employees, representatives, assigns or subcontractors.
8. Applicator must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the Applicator nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.
9. Applicator shall protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by Applicator's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the Applicator, or their agents, or subcontractors, except the sole negligence of MDT, under this Agreement.

IV. MDT DUTIES.

1. MDT shall remit payment per the Agreement within 30-days of submission of the itemized billing statement from Applicator.
2. MDT shall provide a prompt response to any questions or requests from Applicator as to spraying equipment, materials, or locations, and any limitations regarding chemicals used or area to be sprayed.

V. GENERAL TERMS AND CONDITIONS.

1. This Agreement shall be effective upon signature of the Parties, and shall terminate on June 30, 2021 ,unless otherwise agreed to by the Parties.
2. Either party may terminate this Agreement upon mutual agreement, or by providing formal written notice to the other no later than 30-days prior to the desired date of termination.
3. The Applicator assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of the Applicator's own employees and the traveling public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., Mont. Code Ann., Title 50, Chapter 71, Part 2).
4. It is understood and accepted by both Parties that the Applicator is acting and performing as an independent contractor under this Agreement. Neither Party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other. Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between MDT and Applicator.
5. The Applicator shall not assign, subcontract, or transfer any part of this Agreement without the prior written consent of MDT.
6. The Applicator must, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Applicator, subjects subcontractors to the same provision. In accordance with Mont. Code Ann. § 49-3-207, the Applicator agrees that the hiring of persons to perform services under this Agreement will be made on the basis of merit and qualifications, and there shall be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement, as stated in the attached Non-Discrimination Notice, which is part of this Agreement.

7. The Applicator agrees to retain records supporting the services rendered or supplies delivered for a period of 3 years after either the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the Agreement taken by the State of Montana or third party. All records maintained in connection with this Agreement are open for review and/or audit, without prior notice, by representatives of MDT, the Legislative Auditor, and the Legislative Fiscal Analysts, during normal business hours.
8. Each Party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
9. The Parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this Agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
10. A declaration by any court, or any other binding legal source, that any provision of the Agreement is illegal and void shall not affect the legality and enforceability of any other provision of the Agreement, unless the provisions are mutually dependent.
11. Subject to the foregoing, this document contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party or its agents which in any way modifies, alters or changes the contents of this document is binding. Any subsequent modification must be done by a separate written document, upon mutual written consent of the Parties.

IN WITNESS WHEREOF, duly authorized representatives of MDT and the
Applicator have executed this Agreement on the dates indicated.

CASCADE COUNTY WEED DISTRICT

Printed Name

Title

Signature

Date

MONTANA DEPARTMENT OF TRANSPORTATION

Harry Barnett
Printed Name

MTC Chief
Title

Harry Barnett
Signature

5-4-20
Date

Reviewed for Legal Content
MDT Staff Attorney

Date

Reviewed by Civil Rights

Date

MDT NON-DISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE
Will be included with this agreement.

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital
status, pregnancy, childbirth, or medical
conditions related to pregnancy or childbirth,
religion/ creed, social origin or condition,
genetic information, sex, sexual orientation,
gender identification or expression, national
origin, ancestry, age, disability mental or
physical, political or religious affiliations or
ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

COVID-19 Preconstruction Topics

In general MDT will require the contractor to follow the Montana Department of Health and Human Services (DPHHS) and the Centers for Disease Controls (CDC) guidelines "Reduce Transmission Among Employees" In general contractors should follow these basic guidelines:

General Guidelines

- Employees who have symptoms (i.e., fever, cough, or shortness of breath) should notify their supervisor and stay home (BOTH MDT AND CONTRACTOR).
- Sick employees should follow CDC-recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and Montana and local health departments.
- Maintain social distancing (6-feet) between employees and MDT inspectors.

Separate sick employees:

- Employees who appear to have symptoms (i.e., fever, cough, or shortness of breath) upon arrival at work or who become sick during the day should immediately be separated from other employees, MDT inspectors and the traveling public and sent home.
- If an employee is confirmed to have COVID-19 infection, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). The fellow employees should then self-monitor for symptoms (i.e., fever, cough, or shortness of breath).

Paperwork

- Whenever possible paperwork should be emailed to the project manager
- When signing documents, daily logs, and quantity sheets maintain social distancing and do not share pens/pencils
- Note: The Prime Contractor will be responsible to provide this information to any Sub-Contractor that is working on the project.

Special contract provisions due to COVID-19

To be discussed in the preconstruction meeting: I.E Blotting material traffic control etc.

June 9, 2020

Contract 20-67

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Trinity Services Group, Inc. Contractual Increase in Meal Prices at Cascade County Detention Center

INITIATED AND PRESENTED BY: Captain Keith Kaululaau
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 20-67

BACKGROUND:

Pursuant to Paragraph 4.1 of the Agreement for Food Services (Contract 17-96, R0342078), this is the request to approve an increase in the meal prices based on the change in the Consumer Price Index, Food Away from Home data. The March 2020 data from the Bureau of Labor Statistics, which is the most current data available, reflects an increase of 3% over the last year.

TERM: Effective: July 1, 2020

AMOUNT: Sliding Scale (see attachment)

RECOMMENDATION: Approval of Contract 20-67.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-67, Trinity Services Group Inc. Contractual Increase in Meal Prices with the Cascade County Detention Center.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-67, Trinity Services Group Inc. Contractual Increase in Meal Prices with the Cascade County Detention Center.



CONFIRMATION COPY

CONTRACT

20-674

May 7, 2020

Cascade County Sheriff's Office
Attn: Sheriff Jesse Slaughter
3800 Ulm North Frontage Road
Great Falls, MT 59403

Re: Food Service for the Cascade County Regional Adult Detention Center

Dear Sheriff Slaughter:

It has been an honor and a pleasure to provide food service at the Cascade County Regional Adult Detention Center for another year. Pursuant to Paragraph 4.1 of the Agreement for Food Services, this is to request approval of an increase in the meal prices based on the change in the Consumer Price Index, Food Away From Home data. The March 2020 data from the Bureau of Labor Statistics, which is the most current data available, reflects an increase of 3.0% over last year. I am enclosing a copy of the data table for your records and I have prepared and attached a revised meal price scale to go into effect July 1, 2020.

If this meets with your approval, please sign and return the enclosed Confirmation Copy of this letter. Of course, please contact me if you have any questions regarding this request.

Trinity sincerely appreciates the opportunity to provide food services on behalf of Cascade County. Thank you for your business. We always strive to exceed client expectations and I urge you to contact me if you ever have any questions or concerns regarding food service operations.

Very truly yours,

Steve Weirich
District Manager - West
(336) 383-2901
steve.weirich@trinityservicesgroup.com

Agreed:

Sheriff Jesse Slaughter

Date: 5/21/2020



CONTRACT

20-67

Cascade County Regional Adult Detention Center

Meal Price Scale

Effective July 1, 2020

Inmate Population	Price per Meal
250- 274	\$2.00
275- 299	\$1.86
300-324	\$1.76
325-349	\$1.67
350-374	\$1.59
375-399	\$1.52
400-424	\$1.46
425-449	\$1.41
450-474	\$1.37
475-499	\$1.34
500-524	\$1.31
525-549	\$1.28

U.S. BUREAU OF LABOR STATISTICS

CONTRACT

20-67

Databases, Tables & Calculators by Subject

Change Output Options:

From: 2015 ▼

To: 2020 ▼

☐ include graphs☐ include annual averages[More Formatting Options](#) ➡

Data extracted on: April 10, 2020 (8:57:41 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	253.037	253.719	254.108	254.727	255.322	255.846	255.905	256.449	257.830	258.363	258.805	259.097	254.460	257.742
2016	259.958	260.319	260.883	261.517	262.074	262.529	263.051	263.649	264.102	264.459	264.699	265.104	261.213	264.177
2017	266.079	266.626	267.055	267.652	268.128	268.225	268.649	269.522	270.353	270.658	271.152	271.811	267.294	270.358
2018	272.772	273.435	273.733	274.393	275.307	275.808	276.125	276.648	277.258	277.513	278.306	279.419	274.241	277.545
2019	280.380	281.373	281.887	282.798	283.394	284.316	284.891	285.507	286.246	286.791	287.255	288.078	282.358	286.461
2020	289.137	289.781	290.216											

12-Month Percent Change

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	3.1	3.1	2.9	2.9	3.0	3.0	2.7	2.7	2.9	2.9	2.7	2.6	3.0	2.7
2016	2.7	2.6	2.7	2.7	2.6	2.6	2.8	2.8	2.4	2.4	2.3	2.3	2.7	2.5
2017	2.4	2.4	2.4	2.3	2.3	2.2	2.1	2.2	2.4	2.3	2.4	2.5	2.3	2.3
2018	2.5	2.6	2.5	2.5	2.7	2.8	2.8	2.6	2.6	2.5	2.6	2.8	2.6	2.7
2019	2.8	2.9	3.0	3.1	2.9	3.1	3.2	3.2	3.2	3.3	3.2	3.1	3.0	3.2
2020	3.1	3.0	3.0											

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June 9, 2020

Contract #20-68

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Designation of Cascade County
Earmarked Alcohol Tax Money

INITIATED AND PRESENTED BY: Commission Office

ACTION REQUESTED: Approval of Contract 20-68

BACKGROUND:

As defined in the Montana Code Annotated 53-24-206 (MCA), the Montana Department of Public Health and Human Services (DPHHS) is responsible for distributing alcohol tax monies earmarked for the provision of chemical dependency services in each Montana County. These funds are disbursed four times a year directly to Cascade County to be distributed to the State-Approved Chemical Dependency Service Provider(s) designated by the majority of County Commissioners in each County.

To assure distribution of funds in FY2021 (07/01/2020 - 06/30/2021), the majority of the County Commissioners must designate one or more State Approved Chemical Dependency Service Provider(s) who will use designated funds for substance abuse, prevention, intervention and treatment services.

The Cascade County Commission has selected Gateway Community Services to receive 100% of the county allocated funds for prevention, outpatient and residential home programs.

RECOMMENDATION: Approval of Contract 20-68.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission approve Contract 20-68, Service Provider form designating Gateway Community Services to receive 100% of the earmarked alcohol tax monies for FY2021 from Cascade County.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission disapprove Contract 20-68, Service Provider form designating Gateway Community Services to receive 100% of the earmarked alcohol tax monies for FY2021 from Cascade County.

Service Provider Designation Form

Cascade

When designating a provider, the designated provider will be responsible for working with county commissioners to develop and seek Department approval for the countywide plan and annual updates.

The following designation will be effective July 1, 2020 through June 30, 2021.

Program Name	Prevention	Outpatient	Residential Home	Inpatient	Detox
Benefis Healthcare					
Center for Mental Health					
Gateway Community Services					
Misfits, LLC					
Seeking Recovery					

Fiscal Year: 2021 (07/01/20 - 06/30/21)

The Board of County Commissioners, hereby, designates the above State-Approved Chemical Dependency Service Provider(s) to receive earmarked alcohol tax monies and/or State-Approval for the provision of chemical dependency treatment and prevention services in the county indicated above in accordance with 53-24-206, MCA.

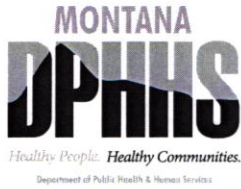
The Board of County Commissioners also acknowledge that revenue generated by 16-1-404, 16-1-406, and 16-1-411 for the treatment, rehabilitation, and prevention of alcoholism that has not been encumbered for those purposes by the counties of Montana or the department must be returned to the state special revenue fund for the treatment, rehabilitation, and prevention of alcoholism within 30 days after the close of each fiscal year and must be distributed by the department the following year as provided in 53-24-206(3)(b).

The Board of County Commissioners acknowledges that revenue generated by 16-1-404, 16-1-406, and 16-1-411 earmarked to the counties for the treatment, rehabilitation, and prevention of alcoholism in fiscal year 2019 was encumbered for those purposes. Any unencumbered funds were returned to the department within 30 days after the close of the fiscal year in accordance with 53-24-108(6).

Commissioner Signature: _____ Date: _____

Commissioner Signature: _____ Date: _____

Commissioner Signature: _____ Date: _____



Department of Public Health and Human Services

Addictive & Mental Disorders Division ♦ PO Box 202905 / 100 North Park Avenue, Suite 300

♦ Helena, MT 59620-2905 ♦ (406) 444-3964 ♦ Fax: (406) 444-4435

RECEIVED
MAY 03 2020

~~Steve Bullock, Governor~~

Sheila Hogan, Director

Monday, May 04, 2020

TO: JAMES LARSON
COUNTY COMMISSIONER CHAIR
325 2ND AVE. NORTH
COURTHOUSE ANNEX, RM 111
GREAT FALLS, MT 59401

FROM: Curtis D. Weiler, Program Officer
Chemical Dependency Bureau

RE: Designation of Earmarked Alcohol Tax Money

As defined in the Montana Code Annotated 53-24-206 (MCA), the Montana Department of Public Health and Human Services (DPHHS) is responsible for distributing alcohol tax monies earmarked for the provision of chemical dependency services in each Montana County. These funds are disbursed four times a year directly to your county to be distributed to the State-Approved Chemical Dependency Service Provider(s) designated by the majority of County Commissioners in each County.

To assure distribution of funds in SFY2021, the majority of County Commissioners must designate one or more State-Approved Chemical Dependency Service Provider(s) who will use the designated funds for substance abuse, prevention, intervention and treatment services.

You may provide this designation by completing the enclosed **Service Provider Designation Form** and returning it to the Department not later than **JUNE 19, 2020**. The form must be signed by a majority of the County Commissioners.

Timely submission of this information is greatly appreciated. Letters to the chemical dependency programs confirming the designations and annual amounts will be sent out in June.

If you have any questions, please contact me at (406) 444-7926 or email cweiler@mt.gov.

Instructions For Service Provider County Designation Forms

The purpose of the attached form is to allow County Commissioners to designate a State-Approved Chemical Dependency Service Provider(s) to receive earmarked alcohol tax monies for the provision of chemical dependency treatment and prevention services in accordance with 53-24-206, MCA.

When designating a provider, the designated provider will be responsible for working with county commissioners to develop and seek Department approval for the countywide plan and annual updates.

1. Select the provider.
2. Select the percentage of the alcohol tax dollars you would like to designate.
3. Select the services to be provided and indicate a percentage of the alcohol tax dollars you would like to designate.
4. This attached form must be signed by a majority of the County Commissioners and postmarked **no later** than **June 19, 2020**, to:

Curtis D. Weiler, Program Officer
Chemical Dependency Bureau
PO Box 202905 – 100 N. Park Ste. 300
Helena, MT 59620-2905
cweiler@mt.gov (406) 444-7926

Cascade

CURRENT STATE APPROVED CHEMICAL DEPENDENCY SERVICES AVAILABLE IN THE COUNTY

Program Name	Prevention	Outpatient	Residential Home	Inpatient	Detox
Benefis Healthcare		X			
Center for Mental Health		X			
Gateway Community Services		X	X		
Misfits, LLC		X			
Seeking Recovery		X			

Fiscal Year: 2021 (07/01/20 - 06/30/21)

June 9, 2020

Contract #20-65

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-65
MT DPHHS
Foster Child Health Program
PHH020-0288R with the CCHD

INITIATED AND PRESENTED BY: Trisha Gardner, Public Health Officer

ACTION REQUESTED: Approval of Contract #20-65

BACKGROUND:

This contract constitutes the basic agreement between the parties for: Foster Child Health Program to ensure foster care children receive proper care, continuity of care, and possibly decrease or even reverse the long-term negative health impacts the removal has for these children.

TERM: July 1, 2020 - June 30, 2021

AMOUNT: \$90.00 per client per month.

RECOMMENDATION: Approval of Contract #20-65

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-65, MT DPHHS Foster Child Health Program, PHH020-0288R with the Cascade City-County Health Department.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #20-65, MT DPHHS Foster Child Health Program, PHH020-0288R with the Cascade City-County Health Department.

PHH020-0288R
CASCADE CITY-COUNTY HEALTH DEPARTMENT
FOSTER CHILD HEALTH PROGRAM

THIS CONTRACT, is entered into between the **Montana Department of Public Health and Human Services**, (the "Department"), whose contact information is as follows: 301 S. Park Avenue, PO Box 8005, Helena, MT 59604-8005, and Phone Number (406) 841-2400, Fax Number (406) 841-2487, and **Cascade City-County Health Department** (the "Contractor"), whose contact information is as follows: Federal Tax ID 81-6001343, DUNS Number 010360493, 115 – 4th Street South, Great Falls, MT 59401, (406) 791-9262, respectively (collectively, the "Parties").

RECITALS

Therefore, in consideration of the foregoing recitals, covenants, terms and conditions set forth herein, the Parties agree as follows:

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties for: Foster Child Health Program to ensure foster care children receive proper care, continuity of care, and possibly decrease or even reverse the long-term negative health impacts the removal has for these children, (the "Services"), as more particularly described in Attachment A Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Federal and State Law Requirements
 - 4. Attachment C: Insurance Requirements
 - 5. Attachment D: Business Associate Agreement
 - 6. Attachment E: Assurances
 - 7. Attachment F: Dark Money Disclosure Declaration
 - 8. Attachment G: Application/Contractor's Response

SECTION 2. TERM OF CONTRACT

The term of this Contract is from July 1, 2020 through June 30, 2021 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-

year intervals, or any interval that is agreed upon by both parties. The Contract may not be renewed for more than a total of seven (7) years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

\$90 per client per month while it is necessary for the youth and family to be receiving services.

1. Payment to the Contractor shall be made to:
Cascade City-County Health Department
115 – 4th Street South
Great Falls, MT, 59401

2. The Contractor must bill in accordance with the procedures and requirements the Department identifies and must itemize all services and expenses for reimbursement.

C. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

D. Sources of Funding

The sources of the funding for this Contract are 100% from the state general fund.

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8.

ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9.

ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment C, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14.

COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment B to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment B and attached as Attachment E, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.

SECTION 15.

REGISTRATION OF OUT OF STATE ENTITIES

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SECTION 16.

OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contractor or information provided to the Contractor, both in hard-copy form and as may embodied on any recording and storage media, is deemed Department property and, upon request at the termination or expiration of this Contract, shall be delivered to the Department.

SECTION 17.

CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person.
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five workdays of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but

not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

Contractor may not access or use personal, confidential, or other information obtained through the Department, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 17. PROPRIETARY INFORMATION

- A.** Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B.** The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third-party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 18. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

If the Contractor is a "Business Associate" as defined at 45 C.F.R. § 160.103, it must comply with the privacy and security requirements for functioning as a "business associate" of the Department or as a "covered entity" under HIPAA and HITECH. In addition to executing this Contract, the Contractor must execute the Business Associate Agreement attached to this Contract as Attachment D.

SECTION 19. COMPLIANCE WITH DARK MONEY SPENDING DISCLOSURE REQUIREMENTS

Contractor shall comply with the provisions of the State of Montana Executive Order No. 15-2018. Contractor shall annually submit a declaration form to the contract liaison. Declaration forms can be found at: <http://spb.mt.gov/Procurement-Guide> or <http://spb.mt.gov/Laws-Rules>.

Contractor shall also annually submit a disclosure form to the contract liaison as required. Disclosure forms can be found at: <http://spb.mt.gov/Procurement-Guide> or <http://spb.mt.gov/Laws-Rules>.

All disclosures must be submitted to the Department for reporting on <https://transparency.mt.gov>. Failure to comply with these requirements may result in contract termination. Contractor agrees that such a failure is a material breach of this Contract.

SECTION 20. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."
- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- D. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with contract monies to describe and promote services provided through this Contract.

SECTION 21.

ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 22.

LIAISON AND SERVICE OF NOTICES

Nikki Grossberg, Deputy Division Administrator, 301 S. Park Avenue, PO Box 8005, Helena, MT 59604-8005, and Phone Number (406) 841-2400, Fax Number (406) 841-2487, NGrossberg@mt.gov, or their successor, is the liaison for the Department. Cascade City-County Health Department, Phone Number (406) 791-9262, JJones@cascadecountymt.gov, regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract.

SECTION 23.

FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 24.

CONTRACT TERMINATION

- A. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any Attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:

1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.

SECTION 25. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by the Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 26. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 27. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.

- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES


BY: _____ Date: _____
Nikki Grossberg, Deputy Division Administrator

DEPARTMENT OF ADMINISTRATION

Approved as to form:

BY: _____ Date: _____
Rhonda Grandy, Contracts Officer

CONTRACTOR – Cascade City-County Health Department

BY:  _____ Date: 13 JUL 2020
Jo-Viviane Jones, Family Health Services
Division Manager/WIC Director

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

ATTACHMENT A
PHH020-0288R
CASCADE CITY-COUNTY HEALTH DEPARTMENT
FOSTER CHILD HEALTH PROGRAM

SCOPE OF WORK

Contractor agrees to provide the following public health services to resident children in the custody of Child and Family Services Division in the following groups:

- Children aged newborn through their 5th birthday;
- Children entering foster care or in placement transition, of any age; and
- Youth ages 16-18.

A. Medical Home

1. Child and Family Services Division (CFSD) requires a completed well child/Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) exam within 30 days of placement and a dental exam within 90 days of placement.
 - a. During the initial screening visit with the PHN, the question of medical home will be addressed.
 - b. If there is not a medical home already established, the PHN will assist the placement provider with access and scheduling for an EPSDT appointment as soon as possible.
 - c. The PHN will follow up with a phone call to ensure successful access.
 - d. The PHN will address access to dental care and, if no dental provider is identified, will advocate on behalf of the child to assure access to timely screening and treatment.
 - e. The PHN will make or facilitate appropriate referrals to other community services such as Women Infant Children (WIC), a Public Health Registered Dietitian, and Mental Health.

B. Complete and Comprehensive Medical Records

1. PHN will make every reasonable effort to collect all medical, dental, immunization, developmental, and behavioral health on behalf of CFSD.
2. PHN will document and update a summary of the foster child's medical history and current medical issues and provide a copy to the CFSD case worker, foster placement and primary care provider/medical home.
3. When a change of placement occurs, the health records will follow the foster child to the new placement.

C. Comprehensive Plan of Care

1. PHN will develop a comprehensive plan of care jointly with the primary care provider, the CFSD case worker, and the foster placement.
2. The PHN will complete and record any health screening including, but not limited to:

- a. Ages and Stages Questionnaire (ASQ-3).
 - b. Ages and Stages: Social and Emotional Questionnaire (ASQ:SE-2).
3. Resources and referral recommendations may be included in the care plan, such as WIC, early childhood programs, Child Development Center, and others.
 4. Immunization records will be compiled and made available to the foster placement, CFSD case worker, and primary care provider/medical home.

D. Health Education

1. PHN will conduct regular home visits based on the visit-to-visit guidelines with foster placement to review and update the child's plan of care and respond to questions about changes or updates in the child's health care providers' recommendations.
2. PHN will provide a phone number and email address (if appropriate) to the foster placement to assure timely response to questions or concerns that arise between home visits.
3. PHN will attend and participate in the regular local foster parent training sessions hosted by CFSD. These include new foster parent sessions (prior to placement). This enables the PHN to establish contact and begin to build a trusting relationship with the "soon to be" foster parents.
4. PHN will access information and maintain knowledge of current best practices in all areas of care required by the child's individual needs.

This information will be accessed through appropriate web-based resources such as [American Academy of Pediatrics](#) and [Child Welfare League of America](#).

- E. Data collection system to collate, analyze and report on demographics, risk factors, medical, developmental, behavioral case management, and outcomes.
- F. Reports to CFSD at least quarterly.
- G. Monthly caseload reports electronically.
- H. Maintenance of accurate caseload and financial records.
- I. Plan, schedule, and conduct regular meetings of the FCHP team.
- J. Strengthen systems of community support at the local, state, and national levels through targeted outreach including meetings and presentations.
- K. Provide appropriate support to other Montana jurisdictions in the development, implementation and evaluation of local public health programs addressing the health of foster children.

- L. Participation as requested in CFSD staff and planning meetings.
- M. Actively participate in local, regional, and state meetings that focus on the health of children in foster care with the goal of supporting program elements.
- N. Ensure ongoing program evaluation and actively participate in evaluation activities including but not limited to data collection, analysis, case studies, interviews and focus groups, and collection of findings.

ATTACHMENT B
PHH020-0288R
CASCADE CITY-COUNTY HEALTH DEPARTMENT
FOSTER CHILD HEALTH PROGRAM

Rev. 4/2019

FEDERAL AND STATE LAW REQUIREMENTS

A. Compliance with Federal Authorities

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age.
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.

11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.
16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
 - a. First-tier Subawards.

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrc.gov.
 - b. Total Compensation of Recipient Executives.
 - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (1) the total Federal funding authorized to date under this award is \$25,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
 - ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:
 - (1) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$25,000.
 - (2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:
DPHHS
Attn: BFSDF-FATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov
 - c. Total Compensation of Subrecipient Executives.
All recipients unless exempt as provided in paragraph d. of this award term, for each first tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 - i. in the subrecipient's preceding fiscal year, the subrecipient received:
 - (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
 - d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:
 - i. Sub-awards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business

transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic and Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
19. Patient Protection and Affordable Care Act – P.L. 111-148
20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

Attachment C
PHH020-0288R
CASCADE CITY-COUNTY HEALTH DEPARTMENT
FOSTER CHILD HEALTH PROGRAM

Rev. 1/2020

INSURANCE REQUIREMENTS

I. Insurance.

Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The certificates must name the State of Montana Department of Public Health and Human Services as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.

II. Primary Insurance.

Contractor's insurance coverage shall be primary insurance with respect to the Department, its officers, officials, employees, and volunteers, and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Department, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

III. Insurance Requirements.

Specific Requirements for Compliance with Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the State of Montana's general supervision of the Contractor; products and completed operations; and premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain occurrence coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), (OR combined single limits of \$1,000,000 per occurrence) to cover such claims as may be caused by any act,

omission, or negligence of the Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles owned, leased, hired, or borrowed by the Contractor.

Specific Requirements for Professional Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors.

Specific Requirements for Business Income/Interruption Insurance: Contractor shall purchase and maintain Business Income/Interruption Insurance covering business income lost as a result of an event that interrupts the operations of the business. Coverage amount should be determined between the Contractor and insurance agent.

Specific Requirements for Cyber/Data Information Security Insurance: Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If the Contractor maintains higher limits than the minimums shown above, the Department requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Department. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third-party liability settlements or judgements as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, the Department will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

IV. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Department, its officers, employees, or volunteers; or 2) at its own expense, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. Note: The deductible/self-insured provision does not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA.

V. Certificates of Insurance.

Insurance is to be placed with an insurer with a Best's rating of no less than A-. Note: Best's ratings do not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA. All certificates and endorsements are to be received by the Department prior to the provision of a service or purchase of a product. Contractor must notify the Department immediately, of

any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies or self-insured memorandums of coverage at all times.

Attachment D
PHH020-0288R
**CASCADE CITY-COUNTY HEALTH DEPARTMENT
FOSTER CHILD HEALTH PROGRAM**

Rev. 4/2019

BUSINESS ASSOCIATE AGREEMENT

PARTIES

This Business Associate Agreement (Agreement) is entered into between the **Department of Public Health and Human Services**, (the "Department"), State of Montana (State), whose contact information is as follows: 301 S. Park Avenue, PO Box 8005, Helena, MT 59604-8005, and Phone Number (406) 841-2400, Fax Number (406) 841-2487, and **Cascade City-County Health Department** (the "Contractor"), whose contact information is as follows: 115 – 4th Street South, Great Falls, MT 59401, (406) 791-9262, Federal Tax ID 81-6001343, DUNS Number 010360493,

THE PARTIES AGREE AS FOLLOWS:

1. Business Associate Status

- a. The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. § 1320d-d8, and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, as codified at 42 U.S.C. §§ 300jj et seq. and §§ 17901, et seq. and the implementing regulations for the two acts at 45 CFR Parts 160, 162 and 164.
- b. The Department has determined it is a hybrid entity as defined in the implementing regulations, that is a covered entity performing both covered and non-covered functions. Under the HIPAA and HITECH and the implementing regulations, the Business Associate, as an entity that performs or assists in the performance of an administrative or data function for the Department involving the use or disclosure of protected health information (PHI) for the Department, is acting as a business associate of a covered entity.

2. Definitions that Apply to This Agreement

Terms used in this Agreement have the same meaning as those terms in the HIPAA and HITECH Acts and the implementing regulations.

3. Status as a Business Associate

The Business Associate agrees that it is a Business Associate of the Department, as defined at 45 CFR § 160.103, and further agrees that it is obligated to comply with the terms of this Agreement and with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

4. Obligations of Business Associate

The Business Associate, as a business associate of the Department, must:

- a. use or disclose PHI, including E-PHI, only as is permitted or required by this Agreement, in compliance with the Department's minimum necessary standard policies and procedures, or by applicable law inclusive of 45 CFR Parts 160, 162 and 164;
- b. use appropriate safeguards to prevent use or disclosure of PHI and E-PHI other than as provided for by this Agreement or by law;
- c. implement appropriate administrative, physical and technical security safeguards as set forth in § 164.306, § 164.308, and § 164.312, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement;
- d. mitigate to the extent practicable and as may be directed by the Department any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate that is in violation of the requirements of this Agreement;
- e. report in a timely manner as required by law and this Agreement to the Department any use or disclosure of the PHI not provided for by this Agreement inclusive of uses and disclosures of information that are not in compliance with the minimum necessary standard;
- f. report to the Department any security incident of which it becomes aware, and at the request of the Department must identify: i) the date of the security incident, ii) the scope of the security incident, iii) the Business Associate's response to the security incident, and iv) the identification of the party responsible for causing the security incident, if known;
- g. enter, as required by 45 CFR § 164.504, into Business Associate Agreements containing the terms and conditions as required by the HIPAA and HITECH Acts and the implementing regulations and as are stated in this Agreement, with any subcontractors performing services in relation to the services being provided by the Business Associate for the Department that involve PHI;
- h. make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Department, available to the Department, or to the Secretary of the Federal Department of Health and Human Services in accordance with 45 CFR § 164.408, in a time and manner prescribed by the Department or designated by the Secretary, for purposes of the Secretary determining the Department's and the Business Associate's compliance with the Privacy Regulation, the Security Regulation, and the HITECH Act;
- i. document disclosures of PHI and collect information related to those disclosures necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and Section 13405(c) of the HITECH Act;
- j. provide to the Department or a person, in time and manner prescribed by the Department, documentation necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Notwithstanding 45 CFR § 164.528(a)(1)(i), the Business Associate must document disclosures of PHI

made through an electronic health record to carry out treatment, payment or health care operations as provided by 45 CFR § 164.506 in the six years prior to the date on which the accounting is requested, and to collect information related to such disclosures as required by the Secretary in regulation pursuant to Section 13405(c)(2) of the HITECH Act;

- k. implement a response program, in compliance with Section 13402 of the HITECH Act and implementing regulations, and Subpart D of 45 CFR Part 164 that specifies the actions to be taken when the Business Associate detects or becomes aware of unauthorized access to information systems. The response program must include the following features:
 - (i) The Business Associate must notify the Department, by facsimile or telephone, of any breach or suspected breach of its security related to areas, locations, or computer system which contain unsecured PHI, including, without limitation, any instance of theft, unauthorized access by fraud, deception, or other malfeasance or inadvertent access (an "incident") in accordance to 45 CFR § 164.410, as promptly as possible, upon having reason to suspect that an incident may have occurred or determining the scope of any such incident, but in no event later than two (2) calendar days upon having reason to suspect that an incident may have occurred;
 - (ii) In the event of any incident, the Business Associate must provide to the Department, in writing, those details concerning the incident as the Department may request, and must cooperate with the Department, its regulators and law enforcement to assist in regaining possession of the unsecured PHI and in preventing its further unauthorized use, and take any necessary remedial actions as may be required by the Department to prevent other or further incidents;
 - (iii) If the Department determines that it may need to notify any person(s) as a result of such incident that is attributable to the Business Associate's breach of its obligations under this Agreement, the Business Associate must bear all reasonable direct and indirect costs associated with the determination, including, without limitation, the costs associated with providing notification to the affected person, providing fraud monitoring or other services to affected persons and any forensic analysis required to determine the scope of the incident;
 - (iv) The Business Associate, working in cooperation with the Department, must update the notice provided to the Department under this Agreement of the incident to include, to the extent possible and as soon as possible, the identification of each person whose unsecured PHI has been, or is reasonably believed by the Business Associate or the Department to have been accessed, acquired, used or disclosed during the incident and must provide any of the following information the Department is required to include in its notice to the person pursuant to 45 CFR § 164.404(c):
 - (A) A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;

- (B) A description of the types of unsecured PHI that were involved in the incident (e.g., Social Security Number, full name, date of birth, address, diagnosis);
 - (C) Any steps the person should take to protect themselves from potential harm resulting from the incident;
 - (D) A brief description of what is being done to investigate the incident, mitigate the harm, and protect against future incidents;
 - (E) Contact procedures for persons to ask questions or learn additional information which shall include a toll-free number, an e-mail address, website, or postal address; and
 - (F) This additional information must be submitted to the Department immediately at the time the information becomes available to the Business Associate.
- (v) limit its use and disclosure of PHI created or received by the Business Associate from or on behalf of the Department to uses or disclosures as are permitted to the Business Associate under the applicable requirements of 45 CFR § 164.504(e) and the HITECH Act and the terms of this Agreement. The Business Associate must also comply with the additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities and to the Business Associate as a business associate; and
 - (vi) respond to a person's request under 45 CFR § 164.522(a)(1)(i)(A) that the Business Associate restrict the disclosure of the person's PHI.

5. Permitted Uses, Disclosures and Limitations

- a. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Department for the following purposes, if such use or disclosure of PHI would not violate the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department or otherwise violate the minimum necessary policies and procedures of the Department: **Foster Child Health Program to ensure foster care children receive proper care, continuity of care, and possibly decrease or even reverse the long-term negative health impacts the removal has for these children.**
- b. The Business Associate may use PHI to report violations of federal and state laws to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1) and (2).
- c. The Business Associate, as required by 45 CFR § 164.504(e)(1)(iii), must terminate any business associate agreement with a subcontractor that violates the requirements of this Agreement or the applicable law.
- d. The Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by the Business Associate from or on behalf of the Department.

6. Use and Disclosure for Business Associate's Purposes

- a. The Business Associate must use and disclose PHI that is created or received by the Business Associate from or on behalf of the Department in compliance with each applicable requirement of 45 CFR § 164.504(e) and the HITECH Act.
- b. The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that:
 - (i) the disclosures are required by law;
 - (ii) the disclosures are expressly authorized in this Agreement by the Department;
 - (iii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only for the purpose for which it was disclosed to the person; and
 - (iv) the Business Associate requires the person to whom the information is disclosed to report immediately any incident of which it is aware in which the confidentiality of the information has been breached.
- c. The Business Associate may only use PHI for Data Aggregation purposes if the Department in this Agreement expressly authorizes those purposes and the Data Aggregation is permitted in accordance with 42 CFR § 164.504(e)(2)(i)(B).
- d. To the extent otherwise permitted by this Agreement, a communication that is described in the definition of Marketing in 45 CFR § 164.501 for which the Department receives or has received Direct or Indirect Payment (excluding payment for Treatment) in exchange for making such communication, shall not be considered a Health Care Operation unless:
 - (i) such communication describes only a drug or biologic that is currently prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount; or
 - (ii) the communication is made by the Business Associate on behalf of the Department and the communication is otherwise consistent with this Agreement. No communication may be made by the Business Associate without prior written authorization by the Department.

7. Obligations of the Department

- a. The Department must notify the Business Associate of any limitation(s) in the Department's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI. A copy of the Department's Notice of Privacy Practice is attached to this Agreement and incorporated herein.
- b. The Department must notify the Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

- c. The Department must notify the Business Associate of any restriction to the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. The Department, except as may be expressly agreed to by the parties and stated in this Agreement, may not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department.

8. Term and Termination

- a. The term of this Agreement shall be effective as of the effective date that the Business Associate begins delivery of its services and shall terminate when all of the PHI provided by the Department to the Business Associate, or created or received by the Business Associate on behalf of the Department, is destroyed or returned to the Department, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this subsection.
- b. Upon the Department's knowledge of a breach, as defined in § 164.402, by the Business Associate, the Department, at its sole discretion, must provide an opportunity for the Business Associate to:
 - (i) cure the breach; or
 - (ii) end the violation and terminate this Agreement if the Business Associate does not cure the breach; or
 - (iii) end the violation within the time specified by the Department; or
 - (iv) immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (v) if neither termination nor cure are feasible, the Department must report the violation to the Secretary.
- c. Upon the Business Associate's knowledge of a material breach by the Department, the Business Associate must either:
 - (i) notify the Department of such breach in reasonable detail, and provide an opportunity for the Department to cure the breach or violation; or
 - (ii) if cure is not possible, the Business Associate may immediately terminate this Agreement; or
 - (iii) if neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary.
- d. The Department may unilaterally terminate this Agreement with the Business Associate upon thirty (30) days written notice in the event:
 - (i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Department pursuant to the terms of this Agreement; or
 - (ii) the Business Associate does not enter into an amendment to this Agreement providing assurance regarding the safeguarding of PHI that the Department, in its

sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA and HITECH Acts and the implementing regulations.

9. Effect of Termination

- a. Except as provided in this subsection, upon termination of this Agreement, for any reason, the Business Associate shall at the Department's sole discretion return or destroy all PHI received from the Department or created or received by Business Associate on behalf of the Department. This Agreement shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.
- b. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate must provide to the Department notification of the conditions that make return or destruction infeasible. Upon written agreement by the Department that return or destruction of PHI is infeasible, the Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

10. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Regulation or Security Regulation means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.
- c. Survival. The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Nikki Grossberg, Deputy Division Administrator

BUSINESS ASSOCIATE – Cascade City-County Health Department

BY:  _____ Date:  _____
Jo-Viviane Jones, Family Health Services
Division Manager/WIC Director

Attachment E
PHH020-0288R
CASCADE CITY-COUNTY HEALTH DEPARTMENT
FOSTER CHILD HEALTH PROGRAM

ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

**ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF
THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS**

This annual certification form is standardized for general use by the Department of Public Health and Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The **Contractor**, Cascade City-County Health Department, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729 3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department of Labor and Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (non-procurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.

- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.

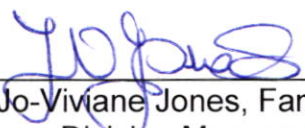
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

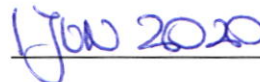
- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

CONTRACTOR – Cascade City-County Health Department

BY:


Jo-Viviane Jones, Family Health Services
Division Manager/WIC Director

Date:



SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. [U.S. Department of Health & Human Services / Office of Civil Rights www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa)

The federal Department of Health & Human Services / Office of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. [U.S. Department of Health & Human Services / Centers for Disease Control & Prevention http://www.cdc.gov/Other/privacy.html](http://www.cdc.gov/Other/privacy.html)

The federal Department of Health & Human Services / Centers for Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website for Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements. <https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

Attachment F
PHH020-0288R
CASCADE CITY-COUNTY HEALTH DEPARTMENT
FOSTER CHILD HEALTH PROGRAM

DARK MONEY DISCLOSURE DECLARATION

**Declaration Form
Dark Money Spending Disclosure Requirements**

Contracting Entity shall comply with the [State of Montana Executive Order No. 15-2018](#) requiring the disclosure of dark money spending.

Definitions. As used in this declaration form, the following definitions apply:

Electioneering Communication: A paid communication that is publicly distributed by radio, television, cable, satellite, internet website, mobile device, newspaper, periodical, billboard, mail, or any other distribution of printed or electronic materials, that is made within 60 days of the initiation of voting in an election in Montana, that can be received by more than 100 recipients in the district in Montana voting on the candidate or ballot issue, and that:

- a. refers to one or more clearly identified candidates in that election in Montana;
- b. depicts the name, image, likeness, or voice of one or more clearly identified candidates in that election in Montana; or
- c. refers to a political party, ballot issue, or other question submitted to the voters in that election in Montana.

The term does not mean:

- a. a bona fide news story, commentary, blog, or editorial distributed through the facilities of any broadcasting station, newspaper, magazine, internet website, or other periodical publication of general circulation unless the facilities are owned or controlled by a candidate or political committee;
- b. a communication by any membership organization or corporation to its members, stockholders, or employees;
- c. a commercial communication that depicts a candidate's name, image, likeness, or voice only in the candidate's capacity as owner, operator, or employee of a business that existed prior to the candidacy; or
- d. a communication that constitutes a candidate debate or forum or that solely promotes a candidate debate or forum and is made by or on behalf of the person sponsoring the debate or forum.

In this definition, the phrase "made within 60 days of the initiation of voting in an election" means:

- a. in the case of mail ballot elections, the initiation of voting occurs when official ballot packets are mailed to qualified electors pursuant to [13-19-206](#), MCA; or
- b. in other elections the initiation of voting occurs when absentee ballot packets are mailed to or otherwise delivered to qualified electors pursuant to [13-13-214](#), MCA.

Contracting Entity: A bidder, offeror, or contractor.

Covered Expenditure means:

- a. A contribution, expenditure, or transfer made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control, that:
 - i. is to or on behalf of a candidate for office, a political party, or a party committee in Montana; or
 - ii. is to another entity, regardless of the entity's tax status, that pays for an Electioneering Communication, or that makes contributions, transfers, or expenditures to another entity, regardless of its tax status, that pays for Electioneering Communication; and
- b. The term excludes an expenditure made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control made in the ordinary course of business conducted by the entity making the expenditure; investments; or expenditures or contributions where the entity making the expenditure or contribution and the recipient agree that it will not be used to contribute to candidates, parties, or Electioneering Communication.

Solicitation Requirements. The Contracting Entity shall disclose Covered Expenditures that the Contracting Entity has made within two years prior to submission of its bid or offer.

The disclosure of Covered Expenditures is only required by the bidder/offeror whenever the aggregate amount of Covered Expenditures made within a 24-month period by the bidder/offeror, any parent entities, or any affiliates or subsidiaries within the bidder/offeror's control exceeds \$2,500.

If the bidder/offeror meets the disclosure requirements, the bidder/offeror shall submit this signed declaration form indicating "Yes" AND the required disclosure form with its bid/proposal.

If the bidder/offeror does NOT meet the disclosure requirements, the bidder/offeror shall submit this signed declaration form with its bid/proposal indicating "No".

Annual Contract Requirements. The Contracting Entity agrees that if awarded a contract and the contract term exceeds, or has the potential to exceed 24 months, it must annually review and complete a new declaration form and disclosure form, if necessary.



No - I do NOT meet the disclosure requirements. I certify that I have read, understand these requirements and the Contracting Entity has not made Covered Expenditures in excess of \$2,500 in the 24 months immediately preceding the submission of this form.

Jo-Viviane Jones 1/7/2020
Cascade City-County Health Department
Jo-Viviane Jones, Health Services Division Manager/WIC Director

Authorized Signature

Date

PHH020-0288R

Contract or Solicitation Number

☐ Yes - I meet the disclosure requirements for the 24 months immediately preceding the submission of this form. I have read, understand the requirements and I will complete the necessary disclosure form and submit it with this form.

Disclosure Template: <http://sfds.mt.gov/SPB/Dark-Money>

Jo-Viviane Jones 1/7/2020
Cascade City-County Health Department
Jo-Viviane Jones, Health Services Division Manager/WIC Director

Authorized Signature

Date

PHH020-0288R

Contract or Solicitation Number

Attachment G
PHH020-0288R
CASCADE CITY-COUNTY HEALTH DEPARTMENT
FOSTER CHILD HEALTH PROGRAM

**CASCADE FOSTER CHILD HEALTH PROGRAM
APPLICATION**

12 May 2020

CASCADE CITY COUNTY HEALTH DEPARTMENT

JO-VIVIANE JONES

406/791/9262

406/750/2933 (CELL)

JJONES@CASCADECOUNTYMT.GOV

Montana Foster Child Health Program Application

To be eligible to deliver the Foster Child Health Program, a City/County Health Department, Federally Qualified Health Center (FQHC), or private non-profit organization shall demonstrate the capacity and commitment to implement the Foster Child Health Program in a sustainable manner. The State of Montana Department of Public Health and Human Services (DPHHS), Child and Family Services Division (CFSD) will determine if eligibility criteria are met through information provided in this application.

GENERAL ORGANIZATION INFORMATION

1. Organization Information:

Name	Cascade City County Health Department
Mailing Address	115 4 th Street South
Physical Address	115 4 th Street South
City	Great Falls
County	Cascade
Zip Code	59401
EIN Number	81-6001343
DUNS Number	010360493
Website	www.cchdmt.org

2. Contact person:

Name	Jo-Viviane Jones
Title	Family Health Services Division Manager/WIC Director
Phone	406-791-9262 or 406-750-2933 (cell-working remote due to COVID-19)
Email	jjones@cascadecountymt.gov

3. Type:

- ☐ Federal Qualified Health Center ☐ Private Non-Profit Organization
☒ City/County Health Dept.
☐ Other: Insert Type

County in which services will be provided: Cascade County

4. Why is your organization applying for the Foster Child Health Program?

Cascade City County Health Department (CCHD) serves a county of 59000 residents, which includes the City of Great Falls and outlying rural counties. CCHD received national accreditation by the National Public Health Accreditation Board (PHAB) in 2019, our mission is "Healthy People in a Healthy and Safe Community".

Foster children are at higher risk due to the trauma experienced at the time out-of- home placements which can result in extreme health disparities, such as higher rates of chronic physical and mental health conditions throughout their adult lives. Multiple placements often result in missing

medical histories or incomplete and uncoordinated care, increasing the likelihood of services being duplicated unnecessarily.

CCHD has a long-standing working relationship with our local CFSD office, dating back to 2008, providing services for foster children 0-18 through HRSA funding as part of the "Follow the Child" program, however, this program served very few children due to lack of referrals.

CCHD revived this program without a contract in 2016 due to the rapid increasing removals of children from their homes and entered into a professional agreement with DPHHS in 2017. CCHD currently holds the DPHHS contract for these services. CFCHP has served 2484 foster children since 2016, providing public health nurse expertise, engaging in health care coordination, case management and home visiting for children 0-18.

What we learned is just how important and valued these services are, not just by CFSD but also by foster and kinship placements and providers in the community. We've recognized how important it is for foster parents and children to understand their medical history and current needs, ensure their medical needs are properly taken care of, and provide support to youth aging out of the system.

Our foster parents and children look to us for reassurance and medical information and support. Many rely on us for referrals to community resources, and for more specific information such as: how to secure and/or install a car seat, how to apply for WIC, when to call the doctor's office and how to handle behavioral problems. Our PHNs also help the foster parents navigate the often-complex system and provide and assist with completing of applications to various community agencies. It is often easier for foster parents to reach FCHP nurses, whose schedules are more flexible and can spend more time than a doctor's office, community agency, or their caseworkers can.

Knowing that children in foster care are subject to many challenges and barriers we can be a link to ensure they are receiving proper care, continuity of care, and possibly decrease or even reverse the long-term negative health impacts the removal has for these children. Experience has shown the impact this program has on the children and that we are the link to prevent that important medical conditions don't fall through the cracks. Our nurses have helped ensure that children with conditions such as genetic mucopolysaccharide disorder /San Filippo Syndrome (terminal diagnosis), kidney transplants, severe autism, chronic ear infections, eczema, lice and ADHD, heart transplant, depression and other mental health conditions, and physical results of severe abuse are properly treated through effective medication administration, care coordination and adherence to specialist appointments.

Placement families have come to appreciate the flexibility of the PHN's as being able to provide evening and weekend visits to facilitate their busy schedules.

It is our hope to continue these valuable services to the children, foster parents, kinship placements, providers and CFSD to ensure the medical needs of children in out-of-home care are being met, and youth exiting the system have access to their medical history.

5. Select DPHHS program(s) with which you already hold contracts, if any:

- | | |
|---|---|
| <input type="checkbox"/> Adolescent Health (TPP/PREP/SRAE/PAF) | <input checked="" type="checkbox"/> Healthy MT Families |
| <input checked="" type="checkbox"/> Chronic Disease | <input checked="" type="checkbox"/> Immunization |
| <input checked="" type="checkbox"/> Emergency Prep | <input checked="" type="checkbox"/> MCH (Title V) |
| <input checked="" type="checkbox"/> Other: Montana Asthma Home Visiting Program, Buckle Up Car Seat Program, CONNECT Referral System, Title IV-B SafeCare, HMF Parents as Teacher/SafeCare/First Year Initiative, FICMMR (MCH BG) | <input checked="" type="checkbox"/> STD/HIV |
| | <input checked="" type="checkbox"/> WIC |

6. Describe experience providing care to children in the foster care system and/or coordinating Child and Family Services Division.

CCHD has more than a decade of experience working with foster families and children through our current CFCHP contract since 2016, and the former "Follow the Child Program" starting 2008. Since 2016 we received 354 referrals from our local CFSD office and provided 2484 individual, billable services to these children.

In addition, our public health department has provided services to foster families and children for decades through the following programs:

- WIC/WIC Breastfeeding Peer Counselor Program/WIC Farmer's Market
- "Parents as Teachers" (PAT) home visiting (since 2008. We are a "Blue Ribbon Affiliate")
- Healthy Montana Families PAT and SafeCare (since 2014)
- First Year Initiative (FYI/ 2018)
- Title IV-B SafeCare (2019)
- Montana Asthma Home Visiting (2012)
- Buckle-Up Car Seat Program (2012)
- Immunizations
- Oral Health Education (over 30 years)
- Circle of Security-Parenting (2014)
- and our current Cascade Foster Child Health Program (CFCHP).

Having these programs co-housed has shown to be beneficial and allows for easy and streamlined care coordination and referrals between CCHD programs. A PHN (Public Health Nurse) can just walk down the hall to WIC for example, and assist with scheduling a nutrition appointment, therefore providing a "warm hand-off" for a new foster family, allow for easy access to the FYI, SafeCare and PAT home visitors who often share children on our CFCHP caseload.

Staffing consists of 3 licensed Public Health Nurses at 2FTE's with a total caseload average of 180 children at any given time. The PHNs and program supervisor together have an average number of 26 years of experience working in the medical, public health and social work field focused on serving "high risk" families. This includes:

- Clinical nursing
- Case management
- Developing Treatment Plans
- Neonatal Intensive Care Unit (NICU) home visiting
- Conducting Infant and Child mortality reviews
- Fetal Alcohol Syndrome (FAS) research study participation through maternal interviews and children's growth and development data collection through IRB process.
- Early Head Start supervisor
- PAT home visiting
- Asthma home visiting
- Certified Lactation Consultant
- Child Passenger Safety Technicians
- Immunization and infectious disease surveillance

Our PHN's provide pediatric health assessments and are experienced in utilizing various screening tools including:

- Vision
- Hearing
- Developmental
- Physical
- Mental health
- Edinburgh and C-SSRS depression screenings

- General nutritional assessments
- ASQ3 and ASQ:SE2
- LSP (Life Skills Progression)
- HOME
- HFPI

and received training and/or are certified in:

- cultural competency
- motivational interviewing
- ACE's and trauma informed care
- Circle of Security-Parenting
- ASQ Trainer
- Mental Health First Aid
- DPHHS CORE training
- Case management
- CPR/First Aid.

PHN's continuously access information and maintain knowledge of the most current best practices in all areas of care. This information is primarily accessed through the American Academy of Pediatrics and the Child Welfare League of America. CCHD's workforce development plan requires participation in ongoing and required trainings such as HIPAA, Blood Borne Pathogens, CQI, CPR/First Aid and job specific certifications required for licensing.

CFCHP Program nurses have more than five years of experience delivering focused and enhanced public health services to children in foster care and to their caregivers in Cascade County. Population currently served are:

- Children aged newborn through their 5th birthday and their siblings
- Children entering foster care or in placement transition, of any age; and
- Youth ages 16-18.

The goal of our existing program is to provide children with a medical and dental home, collecting complete and comprehensive medical records, developing a Care Plan, providing health education to foster and potential foster parents and supporting youth who age out of the welfare system.

The PHNs provide the following supports through our current contract:

- ensure a complete well child/Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) exam within 30 days of placement and dental exam within 90 days.
- If the child has no medical home, assist placement to access and schedule for the appointments as soon as possible.
- follow up to ensure successful access of medical services;
- address access to dental care and advocate for the child if no dental provider is identified to assure access to timely screening and needed treatment
- make or facilitate appropriate referrals to other community services such as Women Infants Children (WIC), Public Health home visiting and registered Dietitian, Part-C and mental health providers.
- collect all medical, dental, immunization, developmental and behavioral health records, document and update a summary of the foster child's medical history and current medical issues that need attention, and provide a copy to the CFSD department, caseworkers, foster placements and primary care providers.
- Develop a comprehensive plan of care jointly with primary care provider, CFSD case worker and the child's foster placement.
- Complete and record health screenings such as the ASQ-3 and ASQ-SE2.
- Make recommendations for resources and referrals that may be included in the child's care plan to WIC, Public Health Home visiting, other early childhood programs

- Educate placement during regular home visits on child's care plan, answer questions regarding changes in child's health care recommendations
- Provides PHN contact information to child's current placement to allow for effective communication and support.
- present monthly at CFSD's new foster parent training to provide the following resource materials:
 - a. Where to Go, Who to Call list
 - b. Dental and Vision resources & recommendations
 - c. Well Child Check / EPSDT schedule
 - d. Immunization schedule
 - e. APA safe sleep guidelines/education
 - f. Car Seat education

CCHD provides at least quarterly in-service/education to CFSD case workers to educate on FCCHP to enable case workers to appropriately utilize services provided by the program. This gives PHN's the opportunity to also share information about other CCHD programs and services, and to give information about our most recent referral forms and processes.

PHNs regularly communicate with individual caseworkers at CFSD about the children on their caseload and provide information as requested.

Our program's primary focus during these past five years has been working with children 0-5, their siblings and children with special health care needs. Through the "Follow the Child" program we also assisted with helping youth transition out of care, however, since implementing the FCCHP in 2016 we have not received referrals for this population from our local CFSD office, which results in a lack of recent experience with this age group.

Therefore, it will be a priority for us to increase the number of referrals for the older children by engaging CCHD and CFSD leadership and staff, review our current referral process and develop a plan for improvement. Without these referrals we cannot provide support, but we are committed to a new focus on this service provision under this funding in collaboration with our local CFSD office. This is how we anticipate working with 16-18-year old youth:

- Children age 16 to 18 years old who are transitioning out of foster care will be served initially upon referral with a home visit, assessment of needs, development of a plan of care and a medical summary. Thereafter, home visits will be done on an as-needed basis as requested by foster parent, CFSD or as deemed necessary by the foster program PHNs.
- PHNs will review past and future healthcare information with foster parents and youth.
- FCCHP PHN will collaborate with other agencies and entities who are involved in the teens' care and transition planning, to help develop plans and goals to meet the individual needs for health information and resources prior to and immediately following "age-out" transition. Referrals will be made for STD screening, and education on reproductive health and information on adult immunizations.
- Entities the PHNs may collaborate with include, but are not limited to, CFSD caseworkers, foster parents and medical/dental providers and any other ancillary services deemed necessary.
- PHN will assist with the transition of the youth from receiving pediatric care to an adult medical provider utilizing the APA recommendations.

CCHD and local CFSD leadership has been meeting regularly since the inception of the current program in 2016. The team includes CCHD's three PHN's, First Year Initiative (FYI) home visitor, Family Health Services Division Manager, the CFSD Child Welfare Manager, and State CFSD representative.

Initial bi-weekly program strategy and planning meetings have since transitioned to regular monthly caseload reviews with local and state staff, continuously working on improving processes to better serve clients. Consistent review of our current process resulted in integrating the FYI home visitor to the monthly meetings in 2019, since there is much overlap between the clients both programs work with. This has proven to be valuable especially at the time when reunification efforts begin.

During these monthly meetings individual nurse caseloads are reviewed, focused on each child's current health status. This allows for a thorough case review, input from CFSD staff (often the caseworker can be quickly called for most current updates), updating of placement contact information, and review of medical and other concerns of the child in care. This process has been helpful in deciding on the appropriateness of continuing to follow the child or closing child out of the caseload.

CCHD staff regularly attend monthly CPT meetings, CFCHP meetings, FEM, weekly FST meetings and have proven to maintain effective professional relationships with the local CFSD and State staff. The increase of referrals received by CCHD's various programs from our local CFSD office, from 7 in 2016 to 249 in 2019 is evidence of our progress with communication and collaboration. Together, CCHD and CFSD leadership staff continues to evaluate program effectiveness, identify barriers and develop measures for improvement to ensure continuous improvement with communication between CCHD and CFSD caseworkers. PHNs consult regularly with WIC, FYI, PAT and SafeCare home visitors who share clients on their caseload, to evaluate whether we are providing quality care as appropriate for each child.

CFSD and CCHD leadership staff also work together on the Cascade County Child Abuse and Neglect Prevention (PCAN) Steering Committee and its Outreach and Education Committee.

Throughout the past five years CFCHP has worked closely with Missoula and Billings/Riverstone Health FCHP's, with the goal to align the three existing programs to better serve clients and improve outcomes for foster children.

Out of County Service Provision:

In the past we provided services for children in Hill, Roosevelt, Choteau, Flathead county on a case by case basis as a courtesy. These children resided in Cascade County but were placed into foster care outside of our county, or, the children were placed into foster care in Cascade County from other counties.

The PHN provided at least a health care summary, and phone visits to provide information and education about the child's health care needs. In one case we connected with the caseworker and provided a Health Care Summary and helped prevent this child from "falling through the cracks". We requested a referral from Benchmark/Part C provider for which the child received some services and assisted the family getting set up with WIC, and referrals and consultations were subsequently accomplished. Placement families and caseworkers were very thankful for this information, often stated that they knew nothing or very little of the child's medical history and the health care summary gave them a place to start. By providing the health care summary to child's out of county PCP is beneficial and has been done, allowing the current PCP to assess the health care summary, which allows them to continue the care uninterrupted. That serves as a cost saving measure by eliminating the need for repeat evaluations, immunizations, developmental screenings, ST/PT/OT evaluations and dental exams.

CCHD is interested in offering these services to include Liberty, Hill, Blaine and Choteau Counties, with the current staffing level should these counties not individually apply for the MFCHP funding.

In the event that other Region 2 counties, including Judith Basin, Fergus, Petroleum, Musselshell, Golden Valley and Wheatland do not have the capacity to individually apply for this funding, we would be interested in providing services for families, CFSD and providers in these underserved counties, however, this would require hiring an additional PHN to assist with the coordination out of county

referrals and services. It would require us to build some new relationships with healthcare providers and local CFSD offices, which we have extensive experience with. We would consider offering virtual and telephone home visits when travel is not feasible.

PROGRAM LOGISTICS

1. **Able to offer Foster Child Health Services by July 1, 2020?**

☒ Yes

☐ No We will begin offering services by: Insert Date

2. **Does organization utilize an Electronic Medical Record (EMR) system?**

☒ Yes Vendor Name: Big Sky Billing/HDIS

☐ No

3. **Contractors submit billing monthly based on caseload of individual clients.**

CCHD provides a timely, monthly invoice based on the children **served** during the prior month around the 1st of each month with the required back-up documentation for each child.

CCHD **does not** invoice for the total number of children on our caseload.

Describe plan to complete financial reporting requirements.

PHN's enter each child served into an EXCEL FCHP invoicing spreadsheet template provided to us by our local CFSD office throughout the month. On, or around, the first of each month the previous month's caseload report is reviewed by lead PHN to avoid duplication. Supervisor reviews, calculates total, enters the number of children served and signs the document. Lead PHN attaches all documents related to the services provided that month for each child, to serve as back-up documentation and delivers invoice in person to our local CFSD office.

We currently do not submit the invoice through e-pass since our local CFSD office requested we submit the invoice and supporting documents in person. Our current process is working well, however, we are open to adjusting if this deems necessary to meet funding requirements.

4. **Describe financial management system.**

Cascade County uses a centralized government accounting system with a County accountant working on site at CCHD. Invoicing is managed by CCHD's division manager, revenues are received by the County Accounting Department, then forwarded to CCHD for internal tracking and deposit to the appropriate account. The Billing Clerk for the Family Health Services Division tracks and compares all incoming payments for the children served to ensure accurate reimbursement for services. Billing Clerk contacts CFSD billing staff in case of discrepancies.

5. **Describe plan to complete orientation and in-service training with staff by July 1, 2020.**

PHNs currently providing services through the CFCHP have worked in this program for up to five years and do not require new staff orientation and in-service training. In the event of program vacancies or should future funding allow hiring of an additional PHN position in order to serve outlying counties, we would follow our agency onboarding and training protocols, programmatic trainings and screening tools, and attend any required DPHHS/CFSD trainings.

6. Describe plan to collect data.

PHN's currently enter client contacts into an electronic system (HDIS) that tracks individual caseloads and captures all documentation of services provided. All healthcare records received from providers are scanned into individual client files on our main server drive in a restricted folder. The resulting health care summary and updates are provided to CFSD each month with the invoice, and/or anytime they are requested by CFSD staff.

We are currently in the process of transitioning to a new electronic health record system that can be structured to meet our specific program's data collection needs and help provide outcome data. Plans were to transition to this system in March 2020; however, this is currently postponed until COVID-19 restrictions are lifted.

CCHD is currently collecting all CFCHP demographic data in Excel.

Data tracked includes referral date, age at referral, current age, placement type, health status, health care provider, dentist, other specialist services and providers, immunizations, developmental delays, medical and dental problems, mental health and behavioral issues, referrals, home visits, and child data at closure.

Keeping the spreadsheet updated keeps nurses organized and on track with the visit guidelines and allows for quarterly tracking of outcomes.

(see ATTACHMENT #1, demographics)

7. Describe your agency's relationship with medical providers within your community.

As a public health department, CCHD has decades of experience working with medical providers in and around Cascade County, Montana and other states. Thirteen PHNs work internally and in collaboration with medical providers in our community and surrounding areas daily, coordinating care for clients, offering assessments and referrals, and providing medical follow up, communicable disease surveillance, education, home visiting and nutrition services.

Many of the incoming referrals to CCHD are sent to us by Benefis NICU (Neonatal Intensive Care Unit), Benefis Pediatrics, Great Falls Clinic and Alluvion (FQHCC – who was co-housed with CCHD for more than two decades) and private practice pediatricians. We also receive referrals for children who were treated out of state for instance at the University of Washington/Seattle and return to their home in Cascade County.

Through multiple programs and funding streams we partner with GFPS's nurses, the Early Childhood Coalition and the 4th Dental Society. As part of Cascade County's Community Health Improvement Plan and Assessment, we consistently collaborate closely with medical providers and specialists and attend monthly meetings as part of the "Access to Care" and "Access to Dental Care" initiatives. We have longstanding relationships with

- Local hospitals and their specialist clinics
- Medical specialists
- Pediatric providers
- Part C providers (QLC/Benchmark)
- Dentists
- Mental behavioral health providers (individual counselors, Center for Mental Health, Alluvion)
- Speech, occupational and physical therapists
- and medical providers and agencies in other counties and out of State.

This broad range of community partnerships we've developed throughout decades allows for more streamlined communications and therefore faster receipt of medical records,

exchange of information, scheduling of children and the development of a comprehensive care plan. PHNs refer to EPSDT guidelines, which pediatricians follow as far as well child checks, immunizations, developmental evaluations, and referrals for dental and vision care. On occasion we have also worked with medical providers and CFSD staff in other Region 2 counties.

PHNs continuously work on fostering new and improving current relationships with new and current medical providers and their office staff. For example, we are working closely with the Great Falls Pediatric Group to ensure that the whole pediatric team is meeting the medical needs of the foster children, to include their schedulers and other key office staff.

8. CFSD will pay \$90/client per month while it is necessary for the youth and family to be receiving services. Describe how you will determine the necessity of the program per client.

CFCHP case files are closed from the caseload when children in out of home care

- Have achieved EPSDT parameters
- Are determined **stable** with regards to medical care, dental care, vision care, developmental and behavioral health
- Children have a medical and dental home
- Children that move out of county or state
- Adoption or guardianship is granted
- CFSD legal case is closed
- Youth successfully aged and transitioned out of the foster system.

When these requirements are met and child is in a stable foster and/or kinship placement, PHNs can consider exiting the case with the possibility of briefly opening the case again as child begins to transition back into a permanent placement. At that time PHN may be included in Family Engagement Meetings (FEM) and Safety Plan. During FEM and/or FST meetings, continuation of voluntary home visiting services such as PAT/FYI or SafeCare may be recommended, after reunification takes place.

The decision to close cases is determined during monthly meetings with the "team", which includes the CCHD program staff including FYI, Child Welfare Manager, individual caseworkers and/or supervisors, and State CFSD representative. PHNs review and evaluate their individual caseload and cases prior to this monthly meeting. Cases are then reviewed monthly by the "team" and a joint decision is made on the appropriateness of continuing to follow the child on the CFCHP caseload.

CCHD only invoices for children that were served during a particular month. We do not invoice the \$90 for children that are on our caseload but did not receive services.

9. Describe your partnerships and referral processes to programs/services such as First Years Initiative, Part C, mental health (youth and adult), parenting skill building, respite, substance use disorder treatment, etc.).

CCHD has long standing relationships with other social service agencies and programs in the community.

CCHD took a lead in strengthening local early childhood systems beginning 2011 through MIECHV (Maternal Infant Early Childhood Home Visiting – Infrastructure Development) funding that allowed our community to build capacity and infrastructure to provide home visiting services. This helped strengthen the already existing Early Childhood Coalition (ECC) and grew its partnerships from just a few to over thirty active members in 2019. Our agency

staff are involved in many local coalitions and attend regular monthly and/or quarterly meetings for outreach, networking and collaboration, including:

ECC and its' various subcommittees:

- Raising Readers
- Maternal Child Health (focused on perinatal mental health)
- Child Abuse and Neglect Prevention

Local CHIP/Community Health Improvement Plan committees:

- Access to Health Care
- Access to Dental Care
- PCAN (Child Abuse and Neglect Prevention Committee)
- Cascade Substance Use Alliance/Alliance for Youth.

Other coalition involvement:

- Cascade Suicide Prevention Taskforce which is part of the Local Mental Health Advisory Council and (meetings take place monthly)
- Toby's House Crisis Nursery
- Joining Community Forces (military/veterans).

Our health department has a long history of contracting with DPHHS for multiple programs, all of which are housed in one building at CCHD. This includes WIC, WIC Breastfeeding, WIC Farmers Market Program, Maternal Child Health Block Grant, Healthy Montana Families Home Visiting (FYI, PAT and SafeCare), Montana Asthma home visiting, CFCHP, Immunizations, Infectious Disease and recently CONNECT. These programs can easily provide referrals and supports with a "warm hand-off" to clients due to being housed in one building. Each of these programs require continued outreach and collaboration with other community partners. We make referrals to other agencies in the community almost daily since we are often the entry point for a family/client who need additional supports and/or services. We have built strong working relationships with key staff at these agencies through individual professional, program and/or coalition involvement. Agencies we refer to and receive referrals from are:

- WIC/WIC Breastfeeding
- Medical Providers
- Dental Providers
- Public Health Registered Dietician
- Vision Providers
- Opportunities Inc./Housing/LEAP
- Head Start/Early Head Start
- GFPS Skyline Preschool/special education preschool/Child Find/Alternative Highschool
- Paris Gibson/YPEC
- Benchmark Part C
- Montana School for the Deaf and Blind, Scottish Rite for hearing testing
- Alluvion (FQHCC) for mental health, pediatrics, child play therapy
- Food banks
- TANF
- Peace Place (special needs respite)
- Family Promise (homeless families)
- Alliance for Youth
- Thrift stores
- YWCA
- Great Falls Rescue Mission
- Tobacco cessation, QUIT Line

- Healthy Montana Families PAT/FYI/Safe Care
- Title IV-B SafeCare
- Buckle Up Car Seat Program
- Echoz Pregnancy Center

We currently provide and receive referrals primarily via fax. The lead nurse and division supervisor review incoming referrals and assign based on staff caseload and/or experience with certain medical conditions. Policies are in place that outline specific requirements and time frames for referral follow up for incoming and outgoing referrals, for staff to make contact with clients.

To improve referrals and streamline service delivery for clients CCHD rolled out a trial version of the current CONNECT system in 2015. Due to the State taking lead and rolling out the system statewide we had the opportunity to hire a CONNECT Coordinator for Cascade County in 2019. Currently over 30 agencies are enrolled such as Alliance for Youth, Benchmark/QLC, local mental health providers, Family Connections, ECHOZ Pregnancy Services and Opportunities/Head Start, Healthy Mothers Healthy Babies, Discovery Counseling, Big Sky Therapeutic Services, Center for Mental Health, medical providers, Benefis and Great Falls Clinic hospital and providers, CFSD, Rocky Mountain Treatment Center, North West Physicians and Alluvion. Our plan was to "go live" with the system June 1, 2020. Due to COVID-19 this date may have to be pushed back. However, we are ready for rollout once COVID-19 restrictions are lifted. This will allow us to send and receive referrals from all enrolled local and state agencies and providers electronically and provide for a more streamlined referral process for clients. This system also has the ability for agencies to follow up on whether clients accessed and enrolled in the services they were referred to.

Program staff participate in outreach presentations and events (Native Hearts, MSU Dental Days, Job Service) regularly and we invite agencies to present on behalf of their agencies/programs during in-service meetings in order to stay informed about the most recent changes within our community.

10. Have reviewed the Draft Contract and agrees to terms and conditions:

- ☒ Yes
☐ No

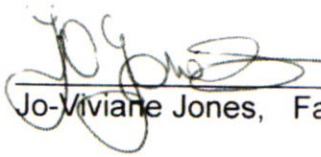
QUESTIONS/COMMENTS/CONCERNS

Ref: EMR System – We are currently in the process of transitioning from HDIS billing system to working with Big Sky Billing. Through this new contracted system, the ability exists for us to tailor the system to our individual program needs and allow the possibility to gather outcome data. This transition was planned to take place in April 2020, however, due to COVID-19 and staff working remotely, this is temporarily on hold but will continue once restrictions are lifted.

ATTESTATION AND SIGNATURE

The party through their authorized agent has read, understands and will comply with the services to be provided, and terms and conditions of any resulting contract.

BY:



Jo-Viviane Jones, Family Health Services Division Manager

May 12, 2020

Date

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Contract 20-69**
Buildings for Lease or Rent, 47-Unit Storage Building
352 Vaughn South Frontage Rd, Great Falls, MT 59404

PRESENTED BY: Anna Ehnes, Planner

GENERAL INFORMATION

APPLICANT: Frontage Properties LLC, 352 Vaughn South Frontage Road, Great Falls, MT 59404

PROPERTY LOCATION: This proposed storage facility is located at 352 Vaughn South Frontage Road, Great Falls, MT 59404. Parcel # 0003039700
Geocode: 02-3137-27-3-03-01-0000

EXISTING ZONING: Commercial

REQUESTED ACTION: Review of Buildings for Lease or Rent

EXISTING LAND USE: Grass land with two (2) disheveled buildings that will be removed

SURROUNDING ZONE AND USE:
West – Commercial/Equipment Sales
North – MDT Right of Way & Commercial/Equipment Sales
East – Commercial/Residential use
South – Rural Residential 5/Vacant land

BACKGROUND INFORMATION

The 2013 Montana Legislative Session passed Senate Bill 324 to regulate buildings for lease or rent (or BLR). Some of Montana's counties felt developers and land owners were attempting to skirt subdivision regulations when they developed projects meant for leasing or renting buildings. BLR Regulations are an attempt to ensure all of Montana's counties regulate these buildings appropriately.

Section 5E of the Cascade County Buildings for Lease or Rent (BLR) states one of the exemptions of this process. If a building has 30 or fewer buildings or units not served with water or wastewater, they would be permitted through a location conformance permit. The impacts to the property and its surroundings with regard to vehicular access, public health, safety, and general welfare, the provision of public services and utilities as well as the physical environment are considerably less than for larger projects.

Section 5F states, "all other buildings for lease or rent on a single tract of record require review and approval by the governing body, pursuant to the provisions in Section 6." With this application we will address those requirements.

FACTS

1. The property in question consists of twenty (20) acres of Commercially zoned land. Currently there are two (2) structures on the property that the applicant plans to remove.
2. The proposed building is a 47-unit storage building that will be 30' x 240' (7,200 ft²). It will provide indoor storage.
3. The existing road access to and from the site are two separate approaches directly off Vaughn South Frontage Road, maintained by the Montana Department of Transportation (MDT). Copies of the permits issued by MDT for these approaches will be required during the Location/Conformance Permit process for the proposed building.
4. A twenty (20) foot wide gravel road will be placed around the perimeter of the building to provide access to the units.
5. The proposed storage units will receive law enforcement services from the Cascade County Sheriff's Office and will be served by the City of Great Falls and Cascade County for medical services. The Manchester Volunteer Fire Department will provide fire protection for the proposed development.
6. It will meet the Commercial District's setbacks from property lines: fifteen (15) feet from the front, ten (10) feet from the rear, and six (6) feet from the sides.
7. The building will have 47-units with no water or wastewater needs.
8. The building is not located in the Regulated Flood Hazard Area.

FINDINGS

1. The proposed building for lease or rent, as submitted or conditioned, complies with the BLR Regulations and other regulations applicable to the property, and avoids or minimizes potential significant impacts on the physical environment and human population in the area affected by the buildings for lease or rent.
2. No water, wastewater, and solid waste facilities are needed or will be utilized to serve the building for lease or rent.
3. There is adequate access to the site to serve the building for lease or rent.
4. There is adequate emergency medical, fire protection, and law enforcement services available to serve the building for lease or rent.
5. The building for lease or rent complies with any applicable Floodplain Regulations.

CONCLUSION

This proposed storage structure meets the requirements of the Cascade County Zoning and BLR Regulations.

RECOMMENDATIONS

Two motions have been provided for the Board's consideration:

"I move the Cascade County Board of Commission, after consideration of the Staff Report, that the proposed storage structure with forty-seven (47) units be **denied**;

or

"I move the Cascade County Board of Commission **adopt** the Staff Report and **approve** the proposed storage building with forty-seven (47) units subject to the following conditions:

1. The applicant shall obtain any necessary addresses from the 911 addressing office.
2. The applicant shall obtain any necessary final approach permits from the Montana Department of Transportation (MDT).
3. The applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits.

Attachments: Location Conformance Permit and Buildings for Lease or Rent Application
Vicinity & Zoning Map
National Flood Hazard Layer FIRMette

cc: Frontage Properties LLC
Cascade County Attorney's Office

- D. A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each building.
- E. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings for lease or rent.
- F. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the buildings for lease or rent.
- G. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed buildings for lease or rent.
- H. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize impacts anticipated.

2. Review Process

- A. Upon receipt of an application along with all applicable fees, the administrator shall, within ten (10) working days, determine whether the application is complete and notify the applicant in writing.
- B. If the application is incomplete, the administrator shall identify, in writing, any missing materials or insufficient information necessary to conduct the required review.
- C. If the application is complete, the administrator shall complete review of the application and the governing body shall approve, conditionally approve, or deny the application within sixty (60) working days. The timeframe may be extended upon mutual agreement, in writing, by the applicant and the governing body. Review and approval, conditional approval, or denial of an application for the creation of buildings for lease or rent pursuant to this section must be based upon the regulations in effect at the time an application is determined to be complete.
- D. The governing body shall provide written notification to the landowner of the approval, conditional approval, or denial of the application within 60 working days after determining the application was complete.

ATTEST: I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Applicant Signature:

Date:

Signature of Owner / Printed Name

Date

The application must be signed by the owner of the land proposed for lease or rent.



Cascade County Location/Conformance Permit Application

Cascade County Planning Department
121 4th St N, Suite 2H-2I
Great Falls, MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

Permit No:
App. No.: 070-2020
Applied Date: 05/04/20

General Information

A Location/Conformance (L/C) permit is required: (1) for all changes of land use and commercial activities within Cascade County jurisdiction and (2) prior to the construction of all buildings and structures two-hundred (200) square feet or larger on all lands within Cascade County jurisdiction. L/C permits are not required for "site preparation," as defined in the Cascade County Zoning Regulations (CCZR). L/C permits are to be issued for one use and are required for each tract of land. Legally issued L/C permits shall expire one year after the date of approval if construction or the use permitted has not started. A one-time only twelve (12) month extension may be granted by the Zoning Administrator upon request. L/C permit applications require a non-refundable application fee of fifty dollars (\$50.00) unless non-site preparation work started prior to the issuance of an L/C Permit; post-work projects require a non-refundable application fee of two-hundred dollars (\$200.00).

Project Information

Project Address	NEW Address needed								
Estimated Project Value (\$)	100,000								
Property Description	Legal Description	Section	27	Township	21N	Range	02E	COS No.	
		Subdivision							
		Part, Tract, Block, Lot Descriptors							
	Parcel No.	0003039700			Geocode	02-3137-27-3-03-01-0000			
	Total parcel area	20			Unit:	<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Square Feet			
Property Owner	Name	Frontage Properties LLC							
	Address	1220 Central Ave W, Great Falls, MT 59404							
	Phone Number	406-899-7107							
Applicant (Contractor, Engineer, etc.)	Name	Frontage Properties LLC / Allan Birky							
	Address	1220 Central Ave W, Great Falls, MT 59404							
	Phone Number	406-899-7107							
	Email	allanbirky@gmail.com							
Application Type	<input type="checkbox"/> Change of use <input checked="" type="checkbox"/> New build <input type="checkbox"/> Alteration								
	Previous use:								
Use Type	<input type="checkbox"/> Single-family Residential <input type="checkbox"/> Multi-family Residential <input type="checkbox"/> Public/NGO <input type="checkbox"/> Duplex <input type="checkbox"/> Mobile Home <input type="checkbox"/> Sign <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Registered Premise <input type="checkbox"/> Garage/Shop/Barn <input type="checkbox"/> Home Occupation <input type="checkbox"/> Other:								
	Structures	Number of existing structures	0		Total existing structure area (sq. ft.)	0			
		Number of proposed structures	1		Total proposed structure area (sq. ft.)	7,200			
		Total area of alteration (sq. ft.)							
Water/Waste	Type of sewage disposal	none		Source of water supply	none				

Project Description:**Building a mini storage building**

*Existing Building to be removed within 6 months from 5/4/2020 today
Site Permit & Addressed Storage Units
47 unit rental*

Submission Checklist

Location/Conformance Permit applications shall be submitted to the Cascade County Planning Office for review. The following checklist must be completed and signed by the applicant before the application can be reviewed. Where applicable, all required permits/forms must be attached to the application.

- ☒ A site plan prepared at a scale not less than one-inch equals one-hundred feet (1" = 100') containing, where applicable, the following minimum information (a site plan is not applicable if it is a change of use):
- ☒ Name and address of applicant.
 - ☒ Legal description and boundary lines of property being considered for review.
 - ☒ Existing and proposed land use upon the site.
 - ☒ Names of owners and existing land use on adjacent property.
 - ☒ Location, size, dimensions and uses of existing and proposed buildings and improvements.
 - ☒ Location and description of existing and proposed utilities.
 - ☒ Location and dimensions of curb cuts and access points.
 - ☒ Location, size, dimensions, and number of off-street parking spaces, including on-site vehicular driveways and type of surface improvements.
 - ☒ Location and type of existing and proposed landscaping or buffering.
 - ☒ Location, type, and height of existing and proposed fencing and screening.
 - ☒ Location, type, and height of sight-obscuring improvement surrounding areas of storage for raw materials, finished products, machinery, and equipment.
- ☐ Floodplain permit (attached). This is required if the project is in a regulated floodplain.
- ☒ Approach permit (attached). This is required if the proposed approach is from a county or state road.
- ☐ Addressing application (attached). This is required if the subject property needs a structure addressed.
- ☐ Septic permit (attached). This is required for projects installing a septic system, re-utilizing a pre-existing septic system, or increasing the capacity of a pre-existing septic system on the subject property.
- ☐ General Permit for Storm Water Discharge Associated with Construction Activity (attached). This is required for projects that will disturb an acre or more of land.

Attestation Statement and Signature

I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Zoning Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Signature of Applicant:  Date: 5/4/20

Signature of Property Owner:  Date: 5/4/20

Office Use Only

Fee(s): ☒ Pre-work (\$50.00) ☐ Post-work (\$200.00) ☒ Addressing (\$25.00)

Payment Type: ☒ Check No.: 1021 ☐ Cash

Date Application Received: 05/04/20 Application Number: 070-2020

Date Application Approved: _____ Approved by (staff): _____

Approved Permit Number: _____ Associated SUP Number: _____

Review Items

Zoning District: _____

Restrictions/Covenants: ☐ Yes ☐ No Type: _____

Physical/Legal Access: ☐ Yes ☐ No

Setback Requirements (ft): Front: _____ Rear: _____ Side: _____

Parking Requirements: Existing: _____ Required: _____ Proposed: _____

Landscaping Requirements: Frontage Option: _____ Buffer Option: _____

Administrative Relief Requested: ☐ Yes ☐ No

Administrative Relief Granted: ☐ Yes ☐ No

Height Requirements: ☐ Airport Zone: _____ ☐ Military Overlay District: _____

Floodplain: ☐ Yes ☐ No

Permit Attached: ☐ Yes ☐ No

Variance Request: ☐ Yes ☐ No

Variance Approval Attached: ☐ Yes ☐ No

Approach Permit: ☐ Yes ☐ No

Approach Permit Attached: ☐ Yes ☐ No

City-County Health ☐ Yes ☐ No

Department Approval: ☐ Yes ☐ No

Permit Attached: ☐ Yes ☐ No

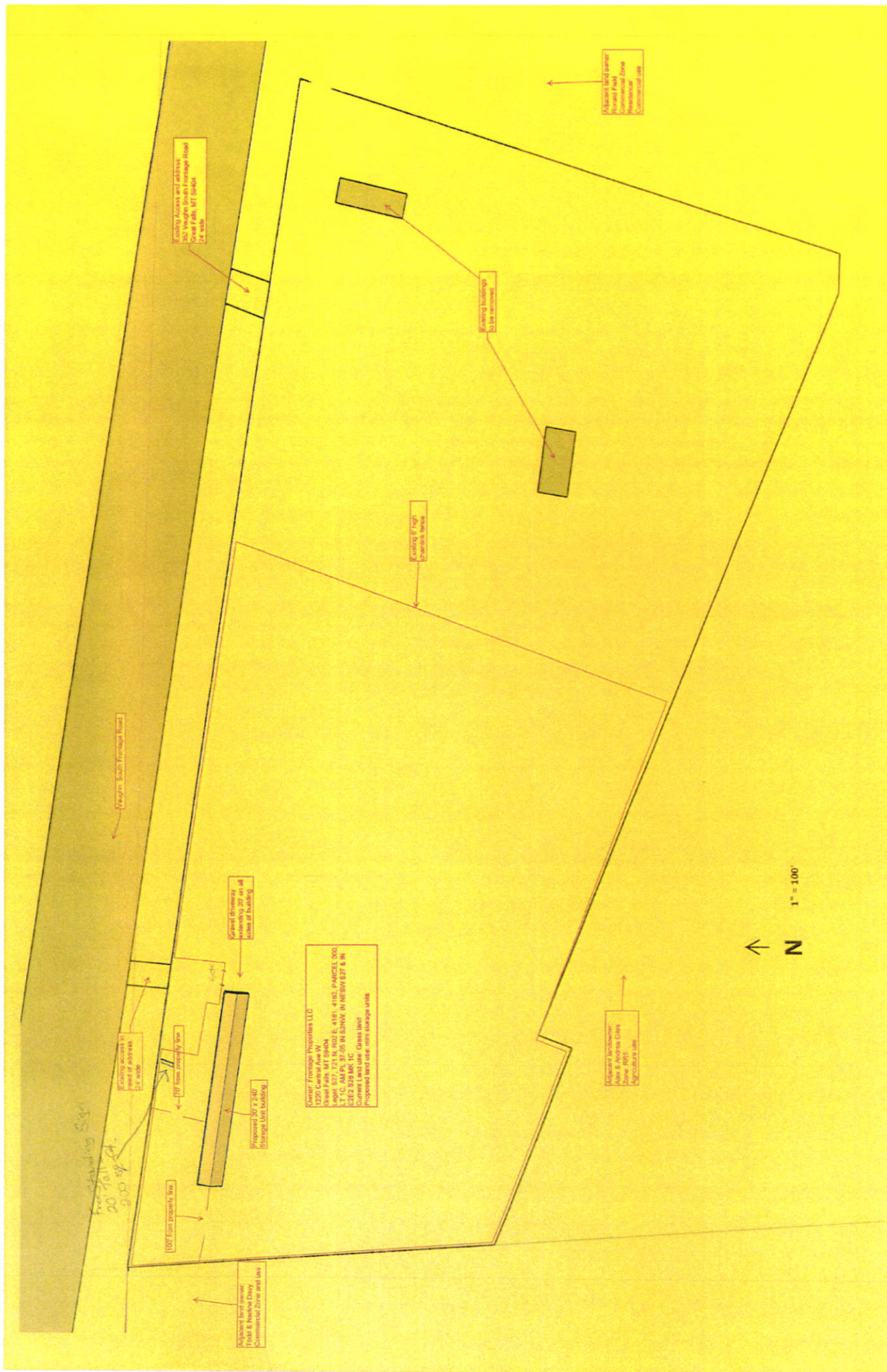
Addressing Approval: ☐ Yes ☐ No

Addressing Approval Attached: ☐ Yes ☐ No

Data Collection

Permit Category ☐ Residential ☐ Public/NGO ☐ Commercial ☐ Industrial

Permit Type <input type="checkbox"/> Dwelling Unit(s) <input type="checkbox"/> Utilities <input type="checkbox"/> Manufacturing <input type="checkbox"/> Construction <input type="checkbox"/> Information <input type="checkbox"/> Retail Trade <input type="checkbox"/> Public Admin. <input type="checkbox"/> Other Services	<input type="checkbox"/> Administrative, Waste Management and Remediation Services <input type="checkbox"/> Transportation and Warehousing <input type="checkbox"/> Mining, Quarrying, O & G <input type="checkbox"/> Finance and Insurance <input type="checkbox"/> Real Estate and Rental/Leasing <input type="checkbox"/> Prof., Scientific, Tech. Services <input type="checkbox"/> Health Care and Social Assistance	<input type="checkbox"/> Agriculture, Forestry, Hunting or Fishing <input type="checkbox"/> Arts, Entertainment, Recreation <input type="checkbox"/> Accommodation and Food Services <input type="checkbox"/> Educational Services <input type="checkbox"/> Wholesale Trade
---	---	---



THIS DOCUMENT
H/8 0134
ELECTRONICALLY
RECORDED

This Document Prepared By:
Chicago Title Company, LLC
101 River Dr N
Great Falls, MT 59401

After Recording Return To:
Frontage Properties, LLC
42 New Dracut Hill Road
Vaughn, MT 59487

Order No.: 3522180957-TP

FILED AT THE REQUEST
OF CHICAGO TITLE

WARRANTY DEED

For Value Received Phyllis Ryan, the grantor(s), do(es) hereby grant, bargain, sell and convey unto Frontage Properties, LLC, of 42 New Dracut Hill Road, Vaughn, MT 59487, the grantee(s), the following described premises, in Cascade County, Montana, to wit:

A tract of land located in the N $\frac{1}{2}$ S $\frac{1}{2}$, Section 27, Township 21 North, Range 2 East, PMM, Cascade County, Montana, beginning at the SE Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 27;
Thence South 89°34' West 1301.4 feet along the South line of the N $\frac{1}{2}$ S $\frac{1}{2}$ of said Section 27 to the intersection with the Northerly Right-of-Way line of the Burlington Northern Railroad, said point being the point of beginning;
Thence North 11°43'50" East 765.4 feet to the South Right-of-Way line of a state highway;
Thence along said right-of-way line, North 84°21' West, 1511.0 feet to the West boundary of said Section 27;
Thence along said section line South 00°0' East 465.7 feet to the Northerly right-of-way line of said Burlington Northern Railroad;
Thence South 69°20' East 273.4 feet
Thence North 20°40' East 50.0 feet;
Thence South 69°20' East 1088.8 feet;
Thence North 89°34' East 55.4 feet to the point of beginning.

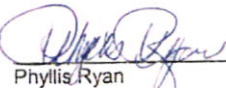
TO HAVE AND TO HOLD unto the Grantee and to the heirs and assigns forever, subject, however, to:

- A. All reservations and exceptions of record and in patents from the United States or the State of Montana;
- B. All existing easements and rights of way of record, building, use zoning, sanitary and environmental restrictions;
- C. Taxes and assessments for the year 2018 and subsequent years;
- D. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;

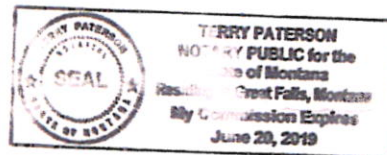
Except with reference to items referred to in paragraphs above, this Deed is given with the usual covenants expressed in §30-11-110, Montana Code Annotated.

This conveyance is made and accepted upon the express agreement that the consideration heretofore paid constitutes an adequate and full consideration in money or money's worth.

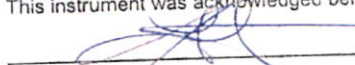
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.


Phyllis Ryan

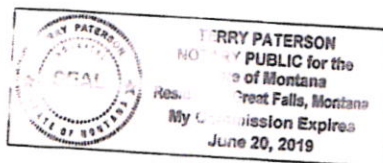
State of Montana
County of Cascade

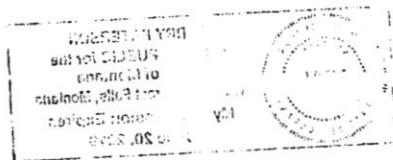
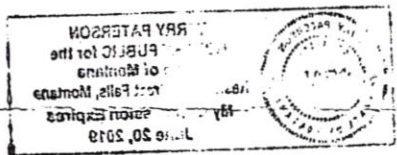


This instrument was acknowledged before me on August 1, 2018 by Phyllis Ryan.


Terry Paterson
Notary Public for the State of Montana
Residing at Great Falls, MT
My Commission Expires: 06/20/2019

(SEAL)







STATE OF MONTANA

12408739

Montana Secretary of State
Filed: March 07, 2019 11:07 AM
BID: C1083068

Annual Report 2019

Frontage Properties LLC (C1083068)

Handling Option

Type of Limited Liability Company

State of Organization

Annual Report Year 2019

Standard Processing

Limited Liability Company

Montana

Registered Agent in Montana

Name

ALLAN BIRKY

Street Address

1220 Central Ave W, Great Falls, Montana,
59404, United States

Previous Value

~~42 NEW DRACUT HILL RD, VAUGHN, MT, 59487,
United States~~

Mailing Address

Same as Street Address

Registered Agent Type

Non-Commercial

Business Mailing Address of Principal Office

Postal Address

1220 Central Ave W, Great Falls, Montana,
59404, United States

Managers/Members

LLC Managed By

Members

Individual**Name**

Allan Birky

Status

Active

Business Mailing Address1220 Central Ave W, Great Falls, Montana,
59404, United States**Previous Value**~~42 New Dracut Hill Rd, Vaughn, MT, 59487,
United States~~**Individual****Name**

Anthony Eash

Status

Active

Business Mailing AddressPO Box 853, Fairfield, Montana, 59436, United
States

Signature

I have been authorized by the business entity to file this document online.

Yes

I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Yes

Name

Allan Birky

Position

Member/Manager

Date

03/07/2019

Daytime Contact

Phone**Email**

allan@squarebaccounting.com

Frontage Properties LLC
1220 Central Ave W
Great Falls, MT 59404

Project Address:
352 Vaughn South Frontage Road
Great Falls, MT 59404

Frontage Properties is proposing to build a storage facility at 352 Vaughn South Frontage Road, Great Falls, MT. The property consists of 20 acres of commercially zoned land. Currently there are 2 structures on the property that are in disrepair that will be destroyed. The proposed storage facility will be located on the west end of the 20 acres. A proposed building 30' x 240' (7,200 square feet) with 47 rentable units to be constructed.

The building will be unheated storage with no water or wastewater facilities.

The site will have Ambulance and medical services provided by Great Falls Emergency Services. Cascade County Sheriffs Department will provide law enforcement services. The Manchester Volunteer Fire Department will provide fire protection for the site

Access to the property is provided directly from Vaughn South Frontage Rd by 2 legal accesses. Accesses have been permitted through the MDT.

To the west of the property there is a business of equipment sales. To the north, across the Vaughn South Frontage Road there is a business location of an equipment sales and vacant property. To the south there is vacant agricultural land. To the east there is a residential house with corrals and a shop on the property. This property is in a commercial zone. The proposed facility will maintain a professional look to add to the value of the community. The proposed building will be to provide indoor storage for businesses and individuals to promote clean and neat neighborhoods.

PARCEL NO.

0003039700

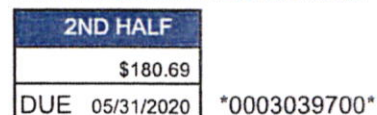
426

A complete legal description and tax breakdown is available at <https://itax.tylertech.com/CascadeMT>

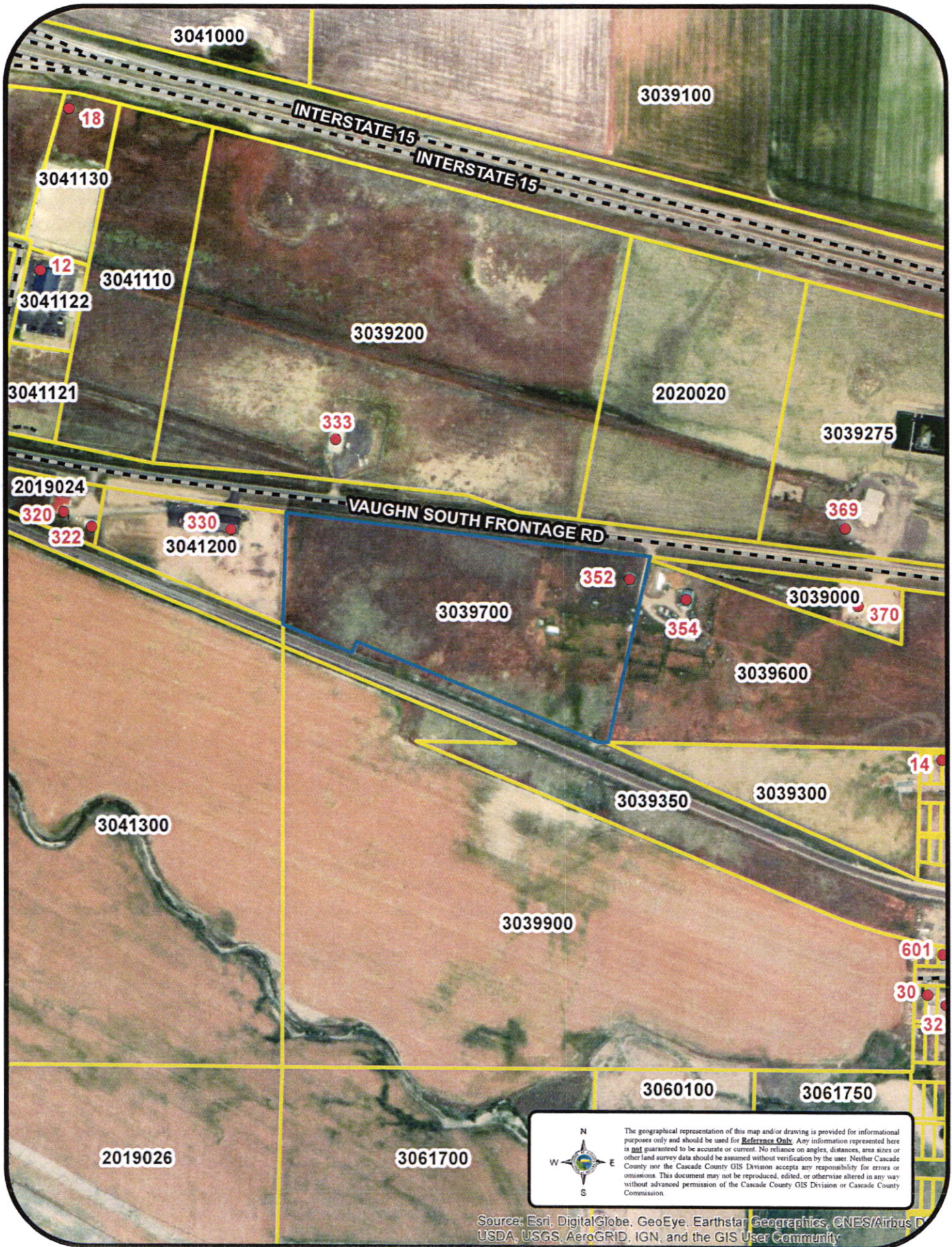
OR PAY TOTAL	
ON:	

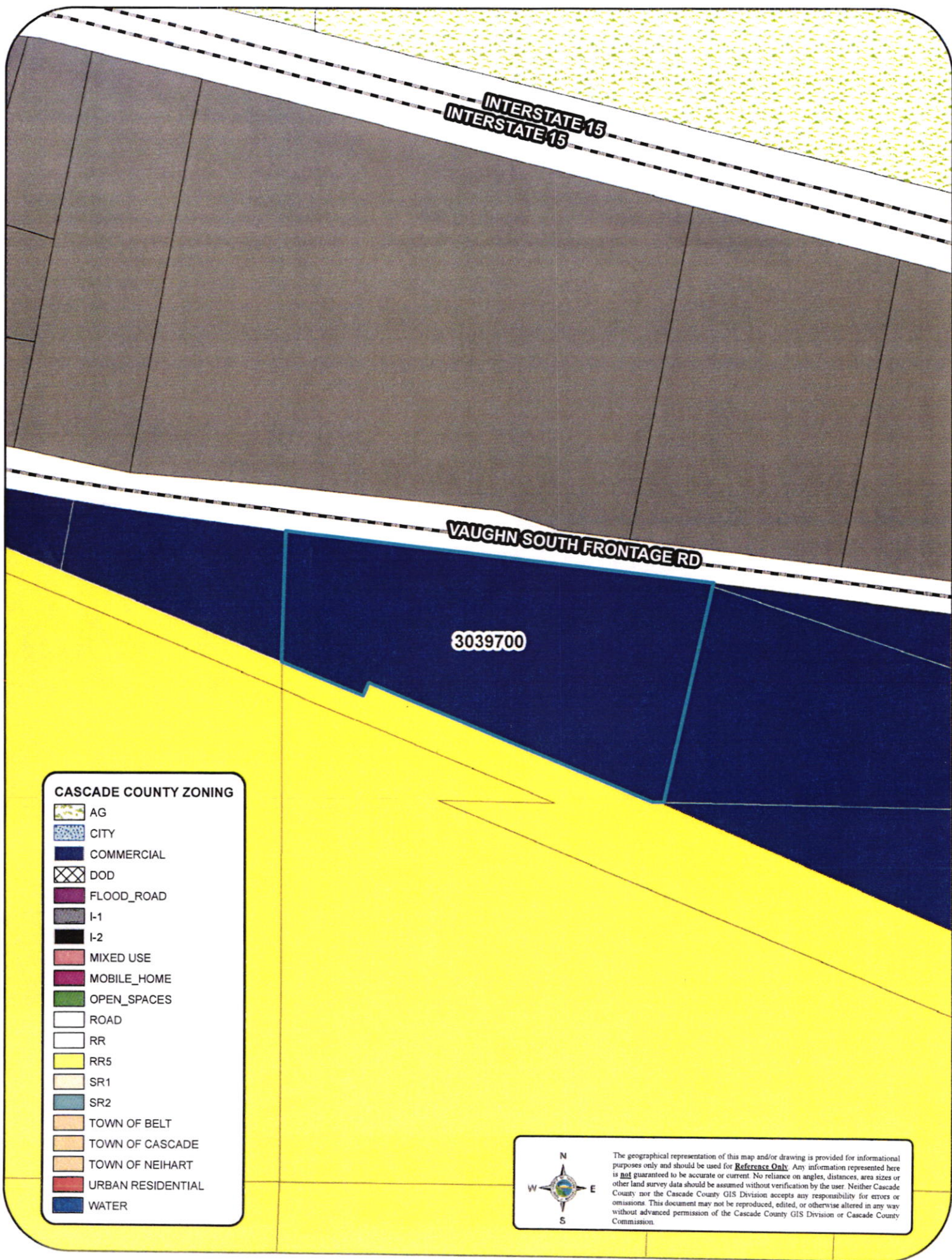
196.22

FRONTAGE PROPERTIES LLC
42 NEW DRACUT HILL RD
VAUGHN MT 59487



0003039700000001806900000000007





CASCADE COUNTY ZONING

-  AG
-  CITY
-  COMMERCIAL
-  DOD
-  FLOOD_ROAD
-  I-1
-  I-2
-  MIXED USE
-  MOBILE_HOME
-  OPEN_SPACES
-  ROAD
-  RR
-  RR5
-  SR1
-  SR2
-  TOWN OF BELT
-  TOWN OF CASCADE
-  TOWN OF NEIHART
-  URBAN RESIDENTIAL
-  WATER



The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for Reference Only. Any information represented here is not guaranteed to be accurate or current. No reliance on angles, distances, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, edited, or otherwise altered in any way without advanced permission of the Cascade County GIS Division or Cascade County Commission.

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE)
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes, Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone X
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
MAP PANELS		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/29/2020 at 10:20:35 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Buildings for Lease or Rent Application Approval

under authority of Title 76, Part 8, Montana Code Annotated

Attached a legal ad to be published Sunday, February 9, 2020. The account # is 195747.

On June 9, 2020, the Cascade County Commissioners met and approved the application submitted by Frontage Properties LLC, for a forty-seven (47) unit storage building located at 352 Vaughn South Frontage Rd, Great Falls, MT 59404, on Parcel # 0003039700, in Section 27, Township 21 North, Range 2 East, P.M.M., Cascade County, MT. The Commissioners approved the application with three conditions:

1. The applicant shall obtain any necessary addresses from the 911 addressing office.
2. The applicant shall obtain any necessary final approach permits from the Montana Department of Transportation (MDT).
3. The applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits.

Dated this _____ day of June, 2020.

**BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY**

James L. Larson, Chair

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this _____ day of June, 2020, I hereby attest the above-written signatures of the Cascade County Board of Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

June 9, 2020

Agenda #2

**Agenda Action Report
Prepared for the
Cascade County Commission**

ITEM	Public Meeting for Final Plat Approval of An Amended Subdivision Plat of Lot 1, Davy's Minor
INITIATED BY	Todd & Nadine Davy
ACTION REQUESTED	Final Plat Approval for an Amended Plat of Lot 1, Davy's Minor, a subsequent minor subdivision
PRESENTED BY	Sandor Hopkins, Planner

BACKGROUND: Todd & Nadine Davy request final plat approval for an Amended Plat of Lot 1, Davy's Minor, a subsequent minor subdivision consisting of two (2) commercial lots, Lot 1A being 4.401 acres, Lot 1B being 2.000 acres. The property lies within the Commercial (C) zoning district and the total acreage of the proposed site is 6.401 acres. Access to lots will be granted via a shared approach off Vaughn South Frontage Road, a State of Montana owned and maintained road. The lots have been reviewed by the Department of Environmental Quality for water and wastewater approvals. This received preliminary plat approval by the County Commission on February 11, 2020. The preliminary plat approval had eight (8) conditions that needed to be met prior to final plat approval and they are listed below:

- 1) Having the developer's surveyor correct any errors or omissions on the preliminary plat;
- 2) Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
- 3) Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (MCA 76-3-612) (2017);
- 4) Pursuant to 7-22-2152 M.C.A. (2017), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development;
- 5) Causing to be recorded on the plat a statement concerning limited public services;
- 6) Causing to be recorded an Agricultural Notification Statement;
- 7) Obtain approval for the proposed water and sewage disposal systems from state and/or local health departments;

- 8) Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID.

CONCLUSION: The proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations and the Applicant has fulfilled all the conditions of approval.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO DENY: I move that the Commissioners, after consideration of the Staff Report and Findings of Fact **deny** The Final Plat for an Amended Plat of Lot 1, Davy's Minor, subsequent minor subdivision.

MOTION TO APPROVE: I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** The Final Plat for an Amended Plat of Lot 1, Davy's Minor, subsequent minor subdivision due to the eight (8) conditions being met.

cc: Todd & Nadine Davy, Big Sky Civil & Environmental Inc.

Attachments:

- Final Plat Application
- Documentation showing conditions are met



Subdivision Final Plat Approval Form

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

OFFICE USE ONLY

Application #: _____

Fee for Major: **\$400**

Date Form Received: _____

Payment: Check (#) _____ Cash _____ N/A _____

Type of Subdivision: _____

Final Approval/Rejection Date: _____

Date: 04/02/20

1. Name of Subdivision: Davy's Minor Amended Plat
2. Location: N1/2 SE1/4 & SW1/4 NE1/4 Section 28 Township 21N Range 2E
For Amended Plats: Lot(s) 1 Block(s) 1 Subdivision: Davy's Minor
3. Name of Subdivider: Todd & Nadine Davy

Mailing Address: 535 Wilson Butte Road

City: Great Falls State: MT Zip: 59405 Phone #: 406-868-2153
4. Name, address and telephone number of persons of firms providing services and information
(e.g.: surveyor, engineer, designer, planning consultant, attorney)

Name of Representative(s): Mark Leo, E.S. – Big Sky Civil & Environmental, Inc.

Mailing Address: PO Box 3625

City: Great Falls State: MT Zip: 59403 Phone #: 406-727-2185
5. Descriptive Data:
 - a. Gross area in acres: 6.404 acres
 - b. Number of lots or rental spaces: 2
 - c. Existing zoning or other regulations: Commercial
6. Date Preliminary Plat Approved: _____
7. Any Conditions? Yes - (If Yes, attach list of conditions.)
8. Any Deed restrictions or covenants? Shared User Agreement. (If Yes, attach a copy.)

9. All improvements installed? Yes (If No, attach subdivision improvements agreement or guarantees.)

10. List of materials submitted with this final plat approval form:

- a. Draft Final Plat
- b. Conditions of Approval – Addressed
- c. DEQ Certificate of Subdivision Approval (EQ #20-1580)
- d. _____
- e. _____
- f. _____

I do hereby certify that all the statements and information to include those contained in all exhibits transmitted herewith are true. I hereby apply to the Board of Commissioners of Cascade County for approval of the final plat.

_____ (Todd Davy Developer) Subdivider

_____ (Nadine Davy Developer) Subdivider

**CONDITIONS OF APPROVAL
AMENDED PLAT OF LOT 1, DAVY'S MINOR
JANUARY 2020**

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;

Please see the draft final plat attached.

2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;

See Attached.

3. submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (MCA 76-3-612) (2017);

Please see the attached title abstract.

4. pursuant to 7-22-2152 M.C.A. (2017), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development;

Please see the attached written plan for weed management procedures.

5. causing to be recorded on the plat a statement concerning limited public services;

6. causing to be recorded an Agricultural Notification Statement.

Please see the attached draft final plat.

7. obtain approval for the proposed water and sewage disposal systems from state and/or local health departments;

Please see the attached COSA, issued on 2/28/2020 as EQ #20-1580

8. causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID;

Please see attached Amended Plat. County to provide letter for signature.

Please let me know if there are any questions or if any additional information is needed.

Thank you,

A handwritten signature in blue ink, appearing to read "Mark Leo". The signature is fluid and cursive, with the first name "Mark" and last name "Leo" clearly distinguishable.

Mark Leo, ES



February 28, 2020

Mark Leo
Big Sky Civil & Environmental Company
PO Box 3625
Great Falls MT

RE: Amended Plat of Lot 1 Davy's Minor
Subdivision Re-write
Cascade County
E.Q. #20-1580

Dear Mr Leo:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

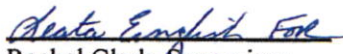
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,


Rachel Clark, Supervisor
Subdivision Review Section

RC/le

cc: County Sanitarian
County Planning Board (e-mail)
Owner

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq.)

TO: County Clerk and Recorder
Cascade County
Great Falls, Montana

E.Q. # 20-1580
County # 2592

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Amended Plat of Lot 1, Davy's Minor Subdivision Re-write,**

Located in Section 28, Township 21N, Range 2E, PMM, Cascade County, Montana,
(see Exhibit A for metes and bounds),

consisting of 2 lots have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT this Certificate supersedes the Certificate of Subdivision Approval EQ #19-2082, and,

THAT the existing water, wastewater, and stormwater facilities were previously approved under EQ# 19-2082 when there were two commercial units approved on one lot, and,

THAT no other changes from the previous approval are occurring other than the split of Lot 1 into 2 lots that have separate water and wastewater facilities within their lot boundaries, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the Lot size as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT each Lot shall be used for one commercial unit, and,

THAT each existing individual water supply systems consist of an individual cistern constructed in accordance with Circular DEQ-17 and serviced with potable water from the City of Great Falls, PWS ID# MT 0000525, and,

THAT the existing sewage treatment systems for each Lot have been permitted by Cascade County and have a septic tank and subsurface drainfield of such size and description that comply with Title 17, Chapter 36, Sub-chapters 1,3, and 6 ARM, and,

THAT when the existing sewage treatment systems for each lot is in need of extensive repairs or replacement it shall be replaced by a septic tank and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the storm drainage was previously reviewed and approved to provide the detention and retention capacity sized by Big Sky Civil and Environmental, Inc. as shown on the lot layout, and,

THAT there is an easement provided for Lot 1B to use of the stormwater pond on Lot 1A, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the developer and/or owner of record shall provide the purchaser of property with a copy of the Plat approved location of water supply, sewage treatment system and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate with the Plat filed in your office as required by law.

DATED this 20th day of February, 2020.

Shaun McGrath
DIRECTOR

for By: Janet Skarland
Rachael Clark, Supervisor
Public Water and Subdivision Section
Engineering Bureau
Water Quality Division
Department of Environmental Quality

By: Sandy Johnson
Sandy Johnson, RS
Cascade City-County Health Department
Environmental Health Division

Owner's Name: Nadine Davy

Exhibit A

LEGAL DESCRIPTION:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 28, T. 21 N., R. 2 E., P.M.M., WHICH IS A 2 INCH ALUMINUM CAP STAMPED "8644S"; THENCE ALONG THE EAST LINE OF SECTION 28, S00°04'51"E A DISTANCE OF 385.98 FEET TO A POINT THAT LIES ON THE SOUTH RIGHT-OF-WAY OF VAUGHN SOUTH FRONTAGE ROAD, SAID POINT IS ALSO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG SAID SOUTH RIGHT-OF-WAY N84°20'42"W A DISTANCE OF 339.46 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE; THENCE ALONG SAID CURVE, CONCAVE NORTH WITH A CENTRAL ANGLE OF 02°05'44", A RADIUS OF 11560.00 FEET, AN ARC DISTANCE OF 422.81 FEET TO AN ANGLE POINT; THENCE S08°13'35"W A DISTANCE OF 251.72 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE BNSF RAILROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY S69°21'45"E A DISTANCE OF 848.85 FEET TO THE EAST LINE OF SECTION 28; THENCE ALONG SAID EAST SECTION LINE N00°04'51"W A DISTANCE OF 465.52 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; CONTAINING 6.404 ACRES;

RECEIVED

FEB 24 2020

2020 FEB 24 10:01 AM

CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Countersigned by:

Laura M. Harty White
Authorized Countersignature

Mountain Title Company
325 1st Avenue North
PO Box 2112
Great Falls, MT 59401
Agent ID: 260074

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

SUBDIVISION GUARANTEE SCHEDULE A

File No.: 48213

Guarantee No.: G-0000-683866678

Date of Guarantee: January 11, 2018 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$120.00

A. Assured:

CASCADE COUNTY

B. Assurances:

1. Description of the land:

Tract A of Certificate of Survey No. 2687, filed December 31, 1991, located in the E1/2 of Section 28, Township 21 North, Range 2 East, M.P.M., Cascade County, Montana.
(**According** to Document R0343224, records of Cascade County, Montana.)

2. Name of Proposed Subdivision Plat or Condominium Map:

DAVY'S MINOR SUBDIVISION

3. That the only hereafter named parties appear to have an interest showing in the public records affecting the land necessitating their execution of the name proposed plat or map area as follows:

TODD M. DAVY and NADINE A. DAVY, as joint tenants with right of survivorship and not as tenants in common.

File No.: 48213

Guarantee No.: G-0000-683866678

SUBJECT TO:

1. General taxes for the year 2018 which are a lien not yet due and payable.

2. General taxes for the year 2017 are as follows:

First Half	\$640.64	Status: DELINQUENT
Second Half	\$565.63	Status: NOT PAID
SID's:	NONE	Included in total
City	NONE	Included in total
Total	\$1,206.27	
Receipt No.:	32863	
Parcel No.:	0003041200	

NOTE: The payoff on the above delinquent taxes is **\$664.13** and has been figured through **January 31, 2018**.

3. Mobile Home taxes for the year 2017 are as follows:

First Half	\$281.57	Status: PAID
Second Half	\$206.57	Status: PAID
SID's:	NONE	Included in total
City	NONE	Included in total
Total	\$488.14	
Bill No.:	1639	
Parcel No.:	MH00007720	

4. Said property is within the boundaries of the Cascade County Rural Solid Waste District, created by resolution filed May 28, 1971, under Misc. File No. 5284, records of Cascade County, Montana, and will be subject to any levies or assessments thereof.
5. Said property is within the boundaries of the VAUGHN FIRE DISTRICT, and is subject to any levies or assessments thereof.
6. Said property may be assessed taxes for personal property, and no liability is assumed hereunder for any current or delinquent assessments thereon.
7. Terms and conditions of any lease, recorded or unrecorded, for use of the subject premises.
8. Trust Indenture (With Future Advance Clause) executed by TODD M. DAVY and NADINE A. DAVY, as Grantor, CHICAGO TITLE COMPANY, as Trustee, and BELT VALLEY BANK, as Beneficiary, dated September 8, 2017, recorded September 14, 2017, on Document R0344940, records of Cascade County, Montana, given to secure payment of a note for \$350,000.00, together with interest thereon.
9. Notice of Right to a Lien filed by PROBUILD COMPANY, LLC 434 (GREAT FALLS), for labor and materials furnished to TODD & NADINE DAVY, filed November 30, 2017, as Document No. F0014085, records of Cascade County, Montana.
10. Matters contained in Easement executed by CASCADE LAND COMPANY to GREAT FALLS AND CANADA RAILWAY COMPANY, as recorded in Book 19, Page 435, records of Cascade County, Montana.

11. Matters contained in Easement executed by HOMER H. JONES and BERTHA B. JONES to STATE OF MONTANA, as recorded October 28, 1937 in Book 156, Page 175, records of Cascade County, Montana.
12. Matters contained in Easement executed by GEORGE H. CAMPBELL and ALICIA C. CAMPBELL to RALPH J. SCHULTZ as recorded June 13, 1966 on Reel 36, Document 5349, records of Cascade County, Montana.
13. Matters contained in Easement - Electric Powerline executed by JOE B. BARKSHIRE and JEANETTE M. BARKSHIRE to NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY, as recorded May 19, 2005 on Document R0104304, records of Cascade County, Montana.
14. The effect, if any, of matters as shown on Certificate of Survey No. 2687, as filed December 31, 1991, records of Cascade County, Montana.
15. Easements for railroads as disclosed by records of Cascade County Assessor's office, for which no instrument is found of record.
16. The policy will not insure, and no examination has been made for, minerals in or under the said land, mineral rights, mining rights and easement rights in connection therewith or other matters relating thereto, whether express or implied.

NOTE: NO LIABILITY IS ASSUMED HEREUNDER UNTIL FULL GUARANTEE PREMIUM IS PAID.

Survey/Plat, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973, (Sections 76-3-101 M.C.A. through 76-3-614 M.C.A.) and the regulations adopted pursuant thereto.

Easements, conditions and restrictions as disclosed or to be disclosed on proposed Survey/Plat to be recorded prior to or as part of this transaction.

This Document Prepared By:
Chicago Title Company, LLC
101 River Dr N
Great Falls, MT 59401

After Recording Return To:
Todd M. Davy and Nadine A. Davy
535 Wilson Butte Road
Great Falls, MT 59405
Order No.: 3522171338

FILED AT THE REQUEST
OF CHICAGO TITLE

WARRANTY DEED
(Joint Tenancy)

For Value Received Wade N. Barkshire and Jeanette M. Barkshire, the grantor(s), do(es) hereby grant, bargain, sell and convey unto Todd M. Davy and Nadine A. Davy, as joint tenants with right of survivorship (and not as tenants in common), and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, of 535 Wilson Butte Road, Great Falls, MT 59405, the grantee(s), the following described premises, in Cascade County, Montana, to wit:

Tract A of Certificate of Survey No. 2687, filed December 31, 1991, located in the E½ of Section 28, Township 21 North, Range 2 East, M.P.M., Cascade County, Montana.

TO HAVE AND TO HOLD unto the Grantee and to the heirs and assigns forever, subject, however, to:

- A. All reservations and exceptions of record and in patents from the United States or the State of Montana;
- B. All existing easements and rights of way of record, building, use zoning, sanitary and environmental restrictions;
- C. Taxes and assessments for the year 2017 and subsequent years;
- D. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;

Except with reference to items referred to in paragraphs above, this Deed is given with the usual covenants expressed in §30-11-110, Montana Code Annotated.

This conveyance is made and accepted upon the express agreement that the consideration heretofore paid constitutes an adequate and full consideration in money or money's worth.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

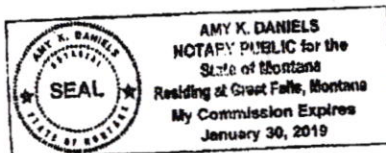
Wade N. Barkshire
Wade N. Barkshire

Jeanette M. Barkshire
Jeanette M. Barkshire

State of Montana County of Cascade) ss.

This instrument was acknowledged before me on July 21, 2017 by Wade N. Barkshire and Jeanette M. Barkshire.

Amy K. Daniels
Amy K. Daniels
Notary Public for the State of Montana
Residing at Great Falls, MT
My Commission Expires: 01/30/2019



Return to:

Marra, Evenson & Bell, P.C.
P.O. Box 1525
Great Falls, MT 59403

QUIT CLAIM DEED

THIS INDENTURE, made the 8 day of April, 2015, between JEANETTE M. BARKSHIRE, of 322 Vaughn South Frontage Road, Great Falls, Montana 59404, the PARTY of the FIRST PART, and JEANETTE M. BARKSHIRE, of 322 Vaughn South Frontage Road, Great Falls, Montana 59404 and WADE N. BARKSHIRE, of Box 118, Delburne, Alberta, Canada T0M 0V0, the PARTIES of the SECOND PART,

WITNESSETH: That the said PARTY of the FIRST PART, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), to her in hand paid by the said PARTIES of the SECOND PART, receipt of which is hereby acknowledged; does hereby convey, remise, release and forever quitclaim unto the said PARTIES of the SECOND PART, as joint tenants and to the survivor of said joint tenants and not as tenants in common, and to their heirs and assigns, all right, title and interest in and to the following described real estate, situated in the County of Cascade, and State of Montana, to-wit:

A tract of land in the E1/2 of Section 28, Township 21 North, Range 2 East, P.M.M., more particularly described as follows:

Beginning at the southeast corner of Section 28; thence N 0°05'45" W, 1797.8 feet along the east line of Section 28 to the true point of beginning; thence N 69°22' W, 2458.4 feet along the northerly right-of-way line of the Burlington Northern Railroad to the southerly right-of-way line of the Vaughn Highway; thence easterly 1988.8 feet along a curve to the left (radius = 1156.0 feet, chord = S 79°24'10" E, 1996.3 feet); thence S 84°21' E, 339.3 feet, the last two courses being along said southerly right-of-way line, thence S 0°05'45" E, 465.8 feet along the east line of Section 28 to the true point of beginning, according to Certificate of Survey No. 2687.

Deed Reference: _____

together with all the tenements, hereditament and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity, of the said PARTY of the FIRST PART, of, in or to the said premises and every part and parcel thereof.

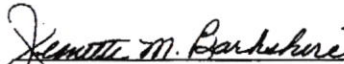
TO HAVE AND TO HOLD, all and singular the said premises, with the appurtenances unto the said PARTIES of the SECOND PART, as joint tenants with right of survivorship, their heirs and assigns forever.

R0304428 QC

Total Pages: 2 R 14.00 By: bhanson 04/08/2015 03:50:16 PM
Cascade County, Rina Ft Moore - Clerk & Recorder



IN WITNESS WHEREOF, the said PARTY of the FIRST PART has hereunto
set her hand and seal the day and year first above written.

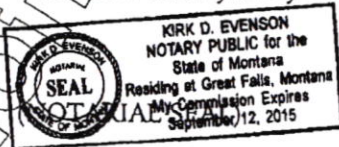

JEANETTE M. BARKSHIRE


STATE OF MONTANA)

County of Cascade)

On this 8th day of April, 2015, before me, the undersigned, a Notary Public
for the State of Montana, personally appeared Jeanette M. Barkshire, known to me to
be the person whose name is subscribed to the within and foregoing instrument, and
acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year first hereinabove written.




Notary Public for Montana
Printed Name: Kirk D. Evenson
Residing at Great Falls, Montana
My Commission Expires: 9/12/2015

8-

SCALE: 1" = 200'

LEGEND

- ⊙ = FOUND 1 1/4" I.D. IRON PIPE
- = SET 3/8" REBAR W/ PL. CAP
- () = RECORD BRG./DIST.

Hwy. C CURVE DATA

Δ = 14°59' R. - 12°59' F.
 D = 0°30' R. - 0°30' F.
 R = 11,460.0' R. - 11,460.0' F.
 L = 2796.7' R. - 2796.8' F.

NOTE: CURVE NOT TANG.

DATE OF SURVEY: DEC. 24 - 31, 1991
OWNER: HELEN J. (SKOGEN) CAMPBELL

PURPOSE

The purpose for this survey is to locate the boundaries and provide a correct description of an existing tract of land.

DESCRIPTION

TRACT A: A tract of land in the E 1/4 Section 28, T21N, R2E, P.M.H., Cascade County, Montana, more fully described as follows:

Beginning at the southeast corner of Section 28; thence N0°05'45"W, 1797.8 feet along the east line of Section 28 to the TRUE POINT OF BEGINNING; thence N69°22'W, 2458.4 feet along the northerly right-of-way line of the Burlington Northern Railroad to the southerly right-of-way line of the Vaughn Highway; thence easterly, 1998.8 feet along a curve to the left (radius = 11560.0 feet, chord = S79°24'10"E, 1996.3 feet); thence S84°21'E, 339.3 feet, the last two courses being along said southerly right-of-way line; thence S0°05'45"E, 465.8 feet along the east line of Section 28, to the true point of beginning, containing 10.30 acres.

LEGEND

⊙ = FOUND 1 1/4" I.D. IRON PIPE
○ = SET 3/8" REBAR W/ PL. CAP
() = RECORD BRG./DIST.

PURPOSE

The purpose for this survey is to locate the boundaries and provide a correct description of an existing tract of land.

DESCRIPTION

TRACT A: A tract of land in the E $\frac{1}{2}$ Section 28, T21N, R2E, P.M.M., Cascade County, Montana, more fully described as follows:


Beginning at the southeast corner of Section 28; thence N0°05'45"W, 1797.8 feet along the east line of Section 28 to the TRUE POINT OF BEGINNING; thence N69°22'W, 2458.4 feet along the northerly right-of-way line of the Burlington Northern Railroad to the southerly right-of-way line of the Vaughn Highway; thence easterly, 1998.8 feet along a curve to the left (radius = 11560.0 feet, chord = S79°24'10"E, 1996.3 feet); thence S84°21'E, 339.3 feet, the last two courses being along said southerly right-of-way line; thence S0°05'45"E, 465.8 feet along the east line of Section 28, to the true point of beginning, containing 10.30 acres.

CERTIFICATE OF SURVEYOR

I hereby certify that the purpose for this survey is to establish the exterior boundaries of an existing parcel and no division of land is hereby created; therefore, this survey is exempt from review as a subdivision under the Subdivision and Platting Act and under the Sanitation in Subdivision Law.

Dated this 28th day of DECEMBER, 1991.

STATE OF MONTANA, } ss.
County of Cascade.
I hereby certify that the within
instrument was filed in this office
on DEC 31 1991
at 10:30 o'clock A M.
JOE TROPILA
Clerk and Recorder
By R. J. [Signature] District


Ronald A. Lindseth
Professional Land Surveyor
Montana Registration No. 8644S

EXAMINED FOR COMPLIANCE WITH
 12-30-91
 Roger W. Sander

SEC. COR. FND. 8/8"
I.P. PER COR. REC.
No. 259 33 34

LINDSETH SURVEY CO.
LAND SURVEYORS
GREAT FALLS, MONTANA

JOB NO. <u>9166</u>	1	SHEET NO.
DR BY <u>RAL</u>		1
DATE <u>DEC. 27, 1991</u>		SHEETS

F.B. No. L.L.

CS 268T

* PARCELS OF LAND LOCATED IN THE N/2 S/4 AND THE S/4 S/4 NE/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 2 EAST, OF THE MINNESOTA NEBRASKA COUNCIL COUNTRY, NEBRASKA, WHERE PARTICULARS OF INTEREST ARE INDICATED.

LEAD RESEARCH
The Environmental Protection Agency (EPA) has issued a new rule that will require lead testing of all new cars and light trucks. The rule will also require lead testing of all cars and light trucks that are sold in the United States. The rule will also require lead testing of all cars and light trucks that are sold in the United States. The rule will also require lead testing of all cars and light trucks that are sold in the United States.

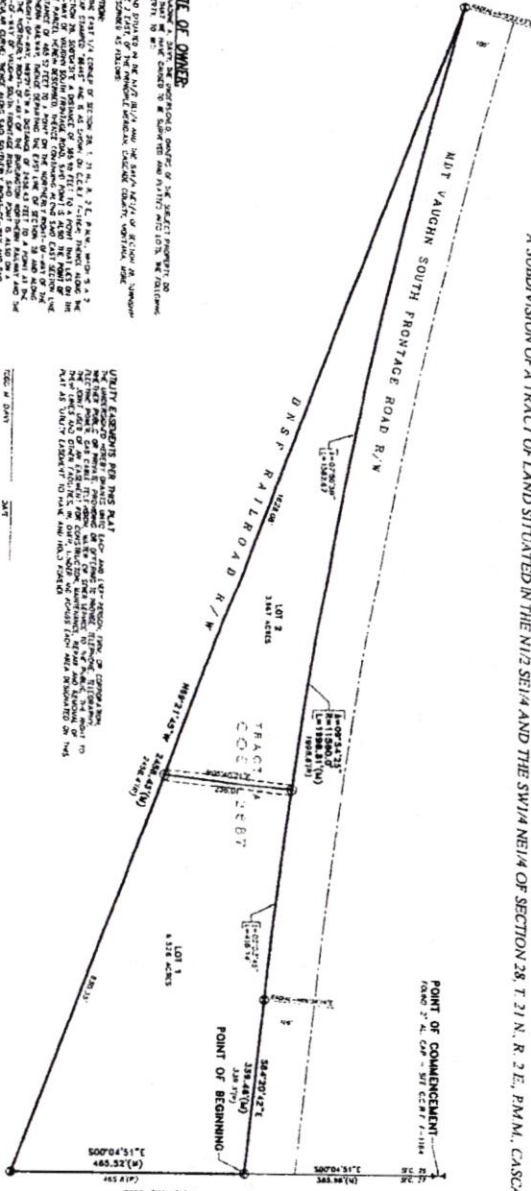
FOR THE CERTIFICATE OF SUBDIVISION APPROVAL WAS GRANTED ON 10/11/11.

[illegible]

that would all prospective buyers
beholden to the security of first

[illegible][illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 01-10-2011 BY 60322 UCBAW/STP/STP



UTILITY EASEMENTS PER THIS PLAT

[illegible]

DATE _____
PAGE _____

DATE _____
NAME & SIGN _____

CRACKS IN SUBSTRATE 55

ON THIS DAY OF MAY AND UNDERSEIGNED, A NOTARY PUBLIC FOR THE STATE OF MISSISSIPPI

NOTARY PUBLIC FOR THE STATE OF MONTANA:
 (PRINTED name):

NY Commission Reports

CERTIFICATE OF COUNTY COMMISSION

DATE	DAY OF	TIME
11/11/11	11/11	11:11

[illegible]

Downloaded from <http://ajphaphysocpharm.sagepub.com> at
UNIVERSITY OF CALIFORNIA LIBRARY on June 11, 2015

CERTIFICATE DISPENSING WITH PARK

THIS MATERIAL BELONGS TO THE U.S. GOVERNMENT

REQUIREMENTS OF EXHIBIT 11

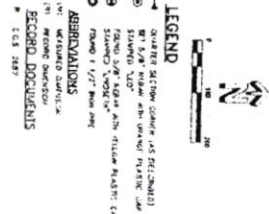
DATE RECD _____ DATE OF _____ 2018

of Nursing Staff

CERTIFICATE OF REGISTRATION

CUSTOMER TRUST, MONTANA, AND

MEMBERSHIP COUNCIL CHAIRMAN, PLANNING BOARD
 AREA OFFICE, PLANNING DEPARTMENT
 COUNCIL OF COUNTY PLANNING BOARD



LEGEND

CHARTER SATELLITE COMM. (AS PREPARED)
BY S/W/ INDIAN AIR CORP. (AS PREPARED)
BY S/W/ INDIAN AIR CORP. (AS PREPARED)
BY S/W/ INDIAN AIR CORP. (AS PREPARED)

ABBREVIATIONS

10: WE STATED THAT WE
(7) ARE IN CONTACT
RECORD DOCUMENTS
C.C.S. 2687

VICINITY MAP



CERTIFICATE OF SURVEYOR

[illegible]

ON THE PROLIFERATION OF LINEAR AND QUADRATIC SUBSTITUTIONS



GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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File No.: 48213

2222 Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-683866678

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability** – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. **Limitation of Liability** –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. **Reduction of Liability or Termination of Liability** – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. **Payment of Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

13. **Arbitration** – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. **Liability Limited to This Guarantee; Guarantee Entire Contract** –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 48213

2222 Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-683866678

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Mountain Title Company Privacy Policy

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc.; and
- Information for public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

PROPOSED NOXIOUS WEED MANAGEMENT PLAN

In accordance with 7-22-2132 (4) MCA. A person is considered in compliance if he submits and the Board accepts a proposal to undertake specified control measures, and is in compliance for so long as he performs according to the terms of the proposal.

1. Noxious weeds requiring management with approximate size of infestations: Small patch of leafy spurge

2. Location: Township 21N Range 2E Section 28 GEO Code 02-3137-28-4-01-02-0000
Sub-division Davy's Minor Block _____ Lot _____

Attach map of plat, or sketch of the property with weed infestations shown

3. Number of years to implement management plan: ____ 1 year X 3 years ____ 5 years

4. Specified control measures: Mow or spray to manage. Spraying is a more effective long term solution but mowing is acceptable if done enough and timely to prevent flowering/seed spread.

X **Chemical:** Mark which chemical(s) will be used, or write chemical(s) here: _____

E = excellent G = good F = fair - = not tested / not recommended *Results may be variable*	2,4-D	Escort (metsulfuron methyl)	Tordon (picloram) <small>RESTRICTED USE PESTICIDE</small>	Perspective (aminocyclopyrachlor)	Milestone (aminopyralid)	Plateau (imazapic)	Telar (chlorsulfuron)	SpeedZone or E2 (2,4-D + dicamba)	Roundup (glyphosate)
Spotted Knapweed	G	-	E	G	E	-	-	G	F
Diffuse Knapweed	F	-	E	G	E	-	-	F	F
Russian Knapweed	-	F	E	G	E	G	F	F	-
Leafy Spurge	F	-	G	G	-	G	-	F	G
Dalmation Toadflax*	-	F	G	G	-	G	G	-	-
Canada Thistle	F	F	E	E	E	-	G	F	G
Field Bindweed	F	F	G	G	-	G	-	F	F
Whitetop	F	E	-	G	-	G	E	F	F
Houndstongue	F	E	G	G	-	G	G	G	F
Hoary Alyssum	F	E	-	-	-	-	-	F	F
Oxeye Daisy	F	E	G	-	E	-	-	F	F

X **Cultural/Physical:** Explain. mowing acceptable

 Biological: As an integrated component of overall management. Explain. _____

5. Who will be doing the control work? Self ✓ Commercial contractor _____

6. Dates control measures will be carried out each year: immediately, then as needed throughout season

7. Are there any environmentally sensitive areas? no If so describe: standing water near railroad in spring, but is dry now

If weeds are not managed as above, this further authorizes Cascade County Weed and Mosquito Management District to implement this plan.

Dated this 15 day of October 20 19.

Weed District Accept: yes (no)

Weed District Signature: _____

Joshua Blystone

I acknowledge and agree to the foregoing provisions:

Signature Nadine Davy

Name Todd & Nadine Davy

Mailing Address 535 Wilson Butte Rd

City Great Falls State MT Zip 59405

June 9, 2020

Agenda #3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Contract 20-70**
Acceptance of
Department of Justice, Office of Justice Programs
COVID-19 Grant Award #2020-VD-BX-1178

INITIATED AND PRESENTED BY: Cory Reeves, CCSO Undersheriff

ACTION REQUESTED: Approval of Contract #20-70

BACKGROUND:

The Cascade County Sheriff's Office was notified on March 31, 2020 of a funding opportunity from the US Department of Justice to assist sheriff offices with COVID-19 issues. On May 26, 2020 the Commission approved Contract 20-57 with One Degree Solutions, LLC to prepare grant applications for this project as well as other grant funding opportunities. The application was successful as outlined in this award #2020-VD-BX-1178 in the amount of \$58,008 for the period January 2020 - January 2022. The funding will be used to convert the detached garage at the ADC complex to a county morgue, and to obtain additional PPE (personal protective equipment).

RECOMMENDATION: Approval of Contract #20-70.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-70 accepting the DOJ OPJ Grant Award #2020-VD-BX-1178 in the amount of \$58,008 for the period of January 2020 - January 2022 along with the Special Conditions specified in said grant award documents.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #20-70 accepting the DOJ OPJ Grant Award #2020-VD-BX-1178 in the amount of \$58,008 for the period of January 2020 - January 2022 along with the Special Conditions specified in said grant award documents.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

June 3, 2020

Chairman James Larson
Cascade County
325 2nd Avenue North
Great Falls, MT 59401-2517

Dear Chairman Larson:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 3, 2020

Chairman James Larson
Cascade County
325 2nd Avenue North
Great Falls, MT 59401-2517

Dear Chairman Larson:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Cascade County for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$58,008. These funds are for the project entitled Keeping Cascade County Safe: COVID-19 Prevention and Preparation.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Cascade County accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Dara H. Schulman, Program Manager at (202) 514-9967; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the word "Sincerely,".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

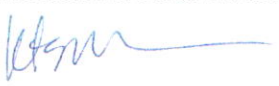
Encl.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Cascade County 325 2nd Avenue North Great Falls, MT 59401-2517		4. AWARD NUMBER: 2020-VD-BX-1178	
		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
2a. GRANTEE IRS/VENDOR NO. 816001343		6. AWARD DATE 06/03/2020	7. ACTION Initial
2b. GRANTEE DUNS NO. 010360493		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Keeping Cascade County Safe: COVID-19 Prevention and Preparation		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 58,008	
		11. TOTAL AWARD \$ 58,008	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL James Larson Chairman, County Commissioners	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B VD 80 00 00 58008		21. VVDUGT1318	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-1178

AWARD DATE 06/03/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-1178

AWARD DATE 06/03/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-VD-BX-1178

AWARD DATE 06/03/2020

SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-VD-BX-1178

AWARD DATE 06/03/2020

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Cascade County

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2020-VD-BX-1178

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Dara H. Schulman
(202) 514-9967

2. PROJECT DIRECTOR (Name, address & telephone number)

Cory Reeves
Undersheriff
3800 Ulm North Frontage Road
Great Falls, MT 59405-5903
(406) 454-7683

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Keeping Cascade County Safe: COVID-19 Prevention and Preparation

5. NAME & ADDRESS OF GRANTEE

Cascade County
325 2nd Avenue North
Great Falls, MT 59401-2517

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 58,008

10. DATE OF AWARD

06/03/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

June 9, 2020

Agenda #4

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**Public Hearing
Armington Bridge Improvement Project**

PRESENTED BY:

Brady Lassila, TD&H Engineering

Cascade County applied for and received a Treasure State Endowment Program (TSEP) Planning Grant on November 9, 2017 from the State of Montana to provide \$15,000 towards the preparation of a Preliminary Engineering Report (PER) to examine the feasibility and options to replace the Armington Bridge. The main focus of this project is to mitigate flooding in the area caused by debris caught up in the bridge columns each spring. This Public Hearing is the third in a series of public meetings to provide information to the Public on this project.

June 9, 2020

Agenda #5

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	<u>Resolution 20-29</u> Resolution adopting Preliminary Engineering Report (PER) for Armington Bridge Replacement Project completing Treasure State Endowment Program (TSEP) Planning Grant.
INITIATED AND PRESENTED BY:	Mary K. Embleton, Budget Officer
ACTION REQUESTED:	Approval of Resolution 20-29

BACKGROUND:

The purpose of this resolution is to adopt the Preliminary Engineering Report for the Armington Bridge Replacement Project which is part of completing the requirements of the Treasure State Endowment Program (TSEP) Planning Grant process. Planning activities began with the awarding of a \$15,000 grant to Cascade County by the State of Montana via Contract #MT-TSEP-PL-19-135, County Contract #18-104 on June 7, 2018. TD&H Engineering were contracted by Cascade County to prepare this report via Contract #18-105 also on June 8, 2018. The PER is the first step in the process of applying for a subsequent TSEP construction grant, such grants are only awarded every two years through the State of Montana legislative process.

RECOMMENDATION: Approval of Resolution #20-29.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission approve Resolution #20-29 adopting the Preliminary Engineering Report as part of completing the TSEP Planning Grant requirements.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission disapprove Resolution#20-29 adopting the Preliminary Engineering Report as part of completing the TSEP Planning Grant requirements.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: Purpose of Determining and Prioritizing
Armington Bridge Improvements**

RESOLUTION 20-29

WHEREAS, in 2020 Cascade County prepared an Armington Bridge Preliminary Engineering Report for the purpose of determining and prioritizing their Armington Bridge improvements;

WHEREAS, the Preliminary Engineering Report will be reviewed and updated periodically as needs arise; and

WHEREAS, the Cascade County Armington Bridge Preliminary Engineering Report may be adopted by formal resolution.

NOW, THEREFORE, BE IT RESOLVED that:

The 2020 Cascade County Armington Bridge Preliminary Engineering Report is designated as the official document to assess Cascade County's Armington Bridge needs:

BE IT FURTHER RESOLVED that the above designation shall become effective on the 9th day of June, 2020.

Adopted on the 9th day of June, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

**Rina Fontana Moore,
Cascade County Clerk and Recorder**

*** APPROVED AS TO FORM:**

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

June 9, 2020

Agenda #6

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:

Resolution 20-30

Resolution adopting Final Determination on Environmental Assessment (EA) and Environmental Impact (EI) for Armington Bridge Replacement Project.

INITIATED AND PRESENTED BY:

Mary K. Embleton, Budget Officer

ACTION REQUESTED:

Approval of Resolution 20-30

BACKGROUND:

The purpose of this resolution is to adopt the Determination that neither an Environmental Assessment nor an Environmental Impact Statement is appropriate for the Armington Bridge Replacement Project planned by Cascade County. TD&H has taken the appropriate steps in recommending this determination for Cascade County. The Cascade County Commission Chairman, James L. Larson is the designated environmental officer for this project.

RECOMMENDATION: Approval of Resolution #20-30.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission approve Resolution #20-30 accepting the Determination that neither an Environmental Assessment nor an Environmental Impact Statement is appropriate for Cascade County for the Armington Bridge Replacement Project.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission disapprove Resolution#20-30 accepting the Determination that neither an Environmental Assessment nor an Environmental Impact Statement is appropriate for Cascade County for the Armington Bridge Replacement Project.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: Resolution to Accept the Determination that
Neither an Environmental Assessment nor an Environmental
Impact Statement is Appropriate for Cascade County**

RESOLUTION 20-30

WHEREAS, Cascade County has completed an assessment to identify potential environmental impacts to the Armington Bridge Replacement;

WHEREAS, the draft Environmental Review was made available for public comment and the findings were presented and reviewed at a public meeting;

WHEREAS, no substantive public comment was received;

WHEREAS, Cascade County has determined that the Armington Bridge Improvements will not significantly affect the quality of the human environment and accordingly Cascade County has determined neither an Environmental Assessment nor an Environmental Impact Statement are necessary;

NOW, THEREFORE, BE IT RESOLVED by the Council as follows;

That Cascade County, Montana, adopts the final determination for the Armington Bridge Replacement.

Adopted on the 9th day of June, 2020

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

**Rina Fontana Moore,
Cascade County Clerk and Recorder**

*** APPROVED AS TO FORM:**

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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Environmental Review Form

On a separate piece of paper, please answer the following as they apply to your proposed project:

I. Alternatives: Describe reasonable alternatives to the project.

The 2020 Armington Bridge Preliminary Engineering Report (2020 PER) identified multiple alternatives for the Armington Bridge. The No Action alternative and rehabilitation were not considered feasible and were not further developed in the PER. The following table presents the bridge replacement alternatives that were evaluated in the 2020 PER.

TABLE 1 2020 PER ALTERNATIVES	
Armington Bridge Alternatives	
1	Single Span Prestressed Concrete Bulb Tee on Steel Piles
2	Single Span Steel Truss on Steel Piles
3	Two-Span Prestressed Concrete Bulb Tee on Steel Piles
4	Three-Span Prestressed Concrete Bulb Tee and Tri-Deck on Steel Piles

The three major design features of the new bridge are its reduced channel interference for debris passage, its freeboard, and its intersection with the adjacent railroad track. The preferred alternative was determined after receiving public input. Cascade County determined that Alternative 4 Three-Span Prestressed Concrete Bulb Tee and Tri-Deck on Steel Piles would be the best fit for the community. The County prioritized this alternative because it achieved the design objectives while meeting the other goals of the community including but not limited to approach slope, width, and adequate walking space for pedestrians.

2. Mitigation: Identify any enforceable measures necessary to reduce any impacts to an insignificant level.

Armington Bridge is not on the National Register for Historic Places, but its age makes it eligible for the list. The Montana State Historic Preservation Office (SHPO) was contacted, and Mr. Daemon Murdo from that office stated that Jon Axline with the Montana Department of Transportation should be contacted regarding any concerns he may have in relation to the cultural and historic properties of the bridge. Jon Axline stated that the bridge was determined ineligible for the National Register of Historic Places when the bridge was recorded in the mid 1980s as part of MDT's timber bridge inventory. He said he saw no reason to reclassify the bridge.

Mitigation to surface water quality will be required. Best Management Practices (BMPs) will be used by the contractor during construction to minimize stream channel disturbances and minimize water quality impacts. To mitigate effects to surface water quality, the contractor will likely use a work bridge. All applicable permits will be obtained for this work, and the contractor will comply with any additional requirements set by the permitting agencies.

Per correspondence with Fish Wildlife and Parks (FWP), construction restrictions will be put into place to protect spawning rainbow trout in the spring and brown trout in the fall. Construction activities will occur after high flow, typically May, and will be completed before October 1.

Per DEQ correspondence regarding the proposed project, streambank stabilization will be required by vegetating riprap that is not located under the bridge.

The new bridge will have a wider road surface than the existing bridge and will therefore collect more storm water. The bridge deck for the new bridge will utilize crown, vertical alignment, and curbs to control storm water surface drainage on the bridge per DEQ requirements. The new bridge's hydraulic opening will better allow storm waters to be contained within the stream channel.

No other potentially adverse impacts are anticipated.

3. **Is an EA or Environmental Impact Statement (EIS) required?** Describe whether or not an EA or EIS is required, and explain in detail why or why not.

It is not anticipated that an EA or an EIS will be required. The proposed work will consist of replacing an existing bridge with a new bridge in the same location. All applicable permits will be applied for and obtained prior to the start of work. While there may be short-term environmental impacts associated with construction activities, no long-term adverse environmental impacts are expected as a result of this project.

4. **Public Involvement:** Describe the process followed to involve the public in the proposed project and its potential environmental impacts. Identify the public meetings -- where and when - the project was considered and discussed, and when the applicant approved the final environmental assessment.

The first public meeting was held at the Belt Senior Center, Belt Golden Agers on March 16, 2020. Eleven people showed up for the public meeting, five of them from the community and one from MDT. The public meeting objectives were to introduce the project, discuss improvement options (and state why some of them were not considered feasible), discuss environmental impacts, and receive public input. All attendees were in support of the bridge replacement, and they commented that if the bridge were to be replaced, it should be done right, even if the alternative is expensive.

There will be a public hearing on May 26, 2020, during the County Commission Meeting to review the Draft PER, Draft Environmental Checklist, and Draft Environmental Review. Draft versions of the TSEP Statutory Priority Responses and Uniform Application will also be available. Comments from Cascade County and the public will be received and applied to the documents.

A final public hearing will be held on June 9, 2020, during the County Commission Meeting for presentation of the final documents to the County and for the County to sign all documents required for the TSEP application.

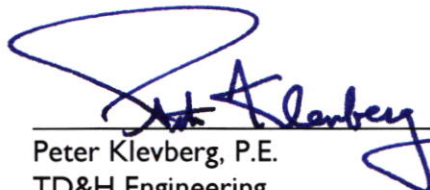
5. **Person(s) Responsible for Preparing:** Identify the person(s) responsible for preparation of this checklist.

Peter Klevberg, P.E. and Laura Hart, E.I. are responsible for the preparation of this checklist.

6. **Other Agencies:** List any state, local, or federal agencies that have over-lapping or additional jurisdiction or environmental review responsibility for the proposed action and the permits, licenses, and other authorizations required; and list any agencies or groups that were contacted or contributed information to this Environmental Assessment (EA).

Belt Schools, BNSF Railway, Cascade County, Montana Department of Transportation (MDT) Bridge Bureau, MDT Great Falls District, Belt Rural Fire District, Belt United States Postal Service, Montana Department of Natural Resources and Conservation (DNRC), Montana Fish Wildlife and Parks (FWP), Montana Association of Conservation Districts (MACD), Montana Department of Environmental Quality (DEQ), Montana National Heritage Program, Real Estate Management Bureau, State Historic Preservation Office (SHPO), Town of Belt, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Natural Resource Conservation Service (NRCS), Environmental Protection Agency (EPA), Montana Sage Grouse Habitat Conservation Program, and Montana Ground Water Information Center were contacted during the completion of the PER, environmental checklist, and environmental review.

Required permits for the proposed project include a Storm Water Discharge Permit, a SPA 124 Permit, a Cascade County Floodplain Permit, a 404 Permit, a Section 10 Permit, and a 318 Authorization, which will be applied for using the Joint Application.


Peter Klevberg, P.E.
TD&H Engineering

29 May 2020
Date

Commission Chairman James Larson
Cascade County

Date:

* If an authorized representative (1) completes the checklist and this form, a chief elected official (2) must also sign authorizing acceptance of the review process. Explanation or statement of how/why that representative was authorized should also be included.

June 9, 2020

Agenda #7

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Resolution 20-31**
Resolution to Authorize submittal of the Treasure State Endowment Program (TSEP) Construction Grant application for Armington Bridge Replacement Project.

INITIATED AND PRESENTED BY: **Mary K. Embleton, Budget Officer**

ACTION REQUESTED: **Approval of Resolution 20-31**

BACKGROUND:

The purpose of this resolution is to authorize submittal of the TSEP Construction Grant Application for financial assistance for the Armington Bridge Replacement Project, in the amount of \$750,000. This is the maximum award amount allowed by the TSEP program and will be instrumental in funding this project. TD&H Engineering has prepared the grant application and initial estimates for this project are in excess of \$2 million. The application deadline for submittal to the State of Montana is June 12, 2020. The application will be reviewed and ranked by a committee chosen by the Department of Commerce, along with many other infrastructure projects across Montana. When the State Legislature convenes in January of 2021, they will determine which projects will be awarded. If successful, Cascade County will be notified sometime in the spring of 2021.

RECOMMENDATION: Approval of Resolution #20-31.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission approve Resolution #20-31 authorizing submittal of the TSEP Construction Grant Application for the Armington Bridge Replacement Project.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission disapprove Resolution#20- 31 authorizing submittal of the TSEP Construction Grant Application for the Armington Bridge Replacement Project.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: Authorize Submission of TSEP Application
Armington Bridge Replacement Project**

RESOLUTION 20-31

WHEREAS, Cascade County is applying to the Montana Department of Commerce for financial assistance from the Treasure State Endowment Program (TSEP) for the Armington Bridge Replacement;

WHEREAS, Cascade County has the legal jurisdiction and authority to construct, finance, operate, and maintain the Armington Bridge;

That Cascade County agrees to comply with all State laws and regulations and the requirements described in the TSEP Application Guidelines and those that will be described in the TSEP Project Administration Manual;

That Cascade County commits to provide the amount of matching funds as proposed in the TSEP application; and

That James L. Larsen, County Commission Chairman, is authorized to submit this application to the Montana Department of Commerce, on behalf of Cascade County, to act on its behalf and to provide such additional information as may be required.

Adopted on the 9th day of June, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

**Rina Fontana Moore,
Cascade County Clerk and Recorder**

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**

DEPUTY COUNTY ATTORNEY

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**UNIFORM APPLICATION FORM
FOR MONTANA PUBLIC FACILITY PROJECTS**

(Please type or print legibly)

SECTION A - CERTIFICATION

To the best of my knowledge and belief, the information provided in this application and in the attached documents is true and correct.

Name (printed): James L. Larson

Title (printed): County Commission Chairman
Chief Elected Official or Authorized Representative

Signature: _____

Date: _____

SECTION B - SUMMARY INFORMATION

1. NAME OF APPLICANT(S): Cascade County

2. TYPE OF ENTITY: County

3. FEDERAL TAX ID NUMBER: 81-6001343

4. TYPE OF PROJECT: Bridge

5. SENATE AND HOUSE DISTRICTS: Senate District 015, House District 030

5.a NAMES OF SENATOR(S) AND REPRESENTATIVE(S): Senator Osmundson and Representative Galt

6. POPULATION SERVED BY PROJECT: 683

6.a NUMBER OF HOUSEHOLDS SERVED BY PROJECT: 80 within a 1-mile radius of bridge

7. DUNS Number: 1-036-0493